

This Indenture made this 10th day of June in the year 1847, between M^r John M. Sumner of the first part, W^m D. Maffenburg of the second part, and John M. Lurley, W^m D. Smith and L. A. W. Ransom of the third part, all of the County of Smith, Hampshire, Whereas the said Sumner is indebted to John M. Lurley of said County in the sum of five hundred dollars for which a bond was executed by the said Sumner together with the said John M. Lurley, W^m D. Smith and L. A. W. Ransom his sureties payable on demand until dated on or about the 25th day of June 1847, and the said Sumner wishing to save his said sureties harmless and to secure and provide for the payment of the bond; Now This Indenture witnesseth that for and in consideration of the premises and for the further consideration of one dollar to the said Sumner in hand paid by the said Maffenburg before the signing sealing & delivery of these presents the said Sumner has granted, bargained & sold, aliened and conveyed and by these presents does grant bargain sell alien and convey unto the said Maffenburg his heirs and assigns forever one tract of Land lying in the County of Southampton containing about three hundred and twelve acres to the same more or less adjoining the Lands of Jeremiah Withersford James H. Southam and others it being the same tract of Land which was conveyed to the said Sumner by deed from Nicholas M. Pell, bearing date and admitted to Record on the 6th day of July 1847: To have and to hold the said tract of Land with all the buildings and improvements thereon and the appurtenances of every kind therunto belonging to him the said Maffenburg his heirs and assigns forever but in Trust nevertheless and for the purposes following to wit: that the said Sumner shall be permitted to remain in quiet and peaceful possession of the said tract of Land and take the profits thereof to his own use until the said parties of the third part or any one of them shall be likely to suffer by reason of default made in the payment of said bond due the said John M. Lurley or any party thereof; and then upon the further trust that he shall and will so soon as he may be requested by either of the parties of the third part their Executors or administrators sell the said tract of Land for cash or on a credit, as he shall think fit to the highest bidder at public auction after having fixed the time and place of sale at his own discretion and given due notice thereof by advertisement at two or more public places: And out of the proceeds of such sale shall after satisfying the charges thereof and all other expenses attending the premises pay the said debt due the said John M. Lurley together with the interest which may have legally accrued thereon and the balance if any pay over to the said Sumner his heirs Executors administrators or assigns but if the whole of the said debt due the said John M. Lurley shall be fully paid off and discharged by the said Sumner his Executors or administrators before the said sale then this Indenture to be void as that to remain in full force and virtue: Yet it is so agreed between the said parties that they will give first a bona fide receipt in their hands and affix their seals the day next your first above written

M. M. Sumner (Seal)

W. D. Maffenburg (Seal)

Southampton County in the Clerk's Office the 2nd day of June 1847
This Deed of Trust between M. M. Sumner of the first part, W. D. Maffenburg of the second part, and John M. Lurley, W. D. Smith and L. A. W. Ransom of the third part, was acknowledged by said Sumner and admitted to Record

John R. Edwards, C. C.