

and chattels hereinafter particularly mentioned & expressed that is to say: one several
 more or less & several, one tract or whole, farming lands, three further beds and
 furniture in them one Walnut desk, one Walnut table one breakfast and convenient chair
 side table, looking glass, chests and all other household & kitchen furniture: also
 crop of corn now growing: and the said Jonathan W Scott & wife Eliza for themselves
 and their heirs do covenant with the said John J Kinderd that the said Jonathan
 & wife Eliza and their heirs and assigns will forever warrant and defend the
 title in and to all of the property both real & personal aforesaid unto the said
 John J Kinderd and his heirs forever free from the claims of all persons whatsoever:
 Now Know all men that the said John J Kinderd his heirs & assigns shall
 permit the said Jonathan W Scott to remain the quiet & peaceable possessor of the
 said tract of land and its privilege and appurtenances aforesaid together with
 the other property before mentioned and to take the profits thereof to his own use
 until the said George B. D. Newman, John R. Williams Junr and James J. Ball
 or either of them have suffered and sustained loss & injury by being compelled to
 pay the aforesaid bond or any portion of them: and that upon the further trust
 that the said John J Kinderd shall and will so soon after the default of pay-
 ment of the said bonds by the said Jonathan W Scott and their payment by the
 securities & obligors aforesaid or either of them has been made as he the said Kinderd
 shall be requested by the said securities or either of them so to do: all the rents, moneys
 and other property hereinbefore named, or so much thereof as shall be sufficient
 for the purpose: at public auction to the highest bidder, a notice by advertisement
 of the time & place having been given at his discretion: And out of the proceeds
 of such sale, shall after satisfying the expenses thereof, and all other expenses
 attending the execution of this trust, repay to the said securities & obligors
 or either of them as the case may be the sum or sums which they may have respec-
 tively paid or advanced for and on account of the said Jonathan W Scott by reason of
 their securityship for him, together with interest on the same from the time at which
 they paid it: and the said Kinderd shall pay the balance of any to the
 said Jonathan W Scott or his assigns: But if the said securities and obligors or either
 of them shall not in any manner suffer or sustain any loss whatsoever: then the
 Kinderd shall be and he is authorized to remain in full force and virtue: And he is bound
 by whosoever the parties to this present have hereunto set their hands and seals
 the day & year first above written

Jonathan W Scott (Seal)
 John J Kinderd (Seal)
 George B. D. Newman (Seal)

Southampton County in the Clerk's office the 25th day of July 1849
 This Deed of Trust between Jonathan W Scott of the first part John J Kinderd
 of the second part and G. B. D. Newman & others of the third part was acknowledged
 by Scott & Kinderd and admitted to Record
 Justice B. R. Williams C. C.

This Indenture made the 30th day of July 1849 between John R. Mangum and
 Lucy his wife of Southampton City & State of N. C. the one part and William Wilkins
 Esq of the other part: Witnesseth that the said John R. Mangum and Lucy his
 wife in consideration of the sum of one hundred dollars lawful money of the Commonwealth
 to them in hand paid by the said William Wilkins at or before the making and delivery
 of this indenture have granted