

This Indenture made and entered into this 22nd day of October A.D. 1849 between Martha B. Rochelle of the first part, William B. Phando of the second part and William R. Edwards, Parak Armstrong, Henning J. Smith and Richard A. Grump of the third part; Whereas the said Martha B. Rochelle is fully indebted unto the said William R. Edwards in the sum of Sixteen hundred and eighty three dollars twenty seven cents with interest from the 11th day of October 1849, and also being the amount of a judgment obtained by the said Edwards against the said Rochelle in the Circuit Superior Court of Law & Chancery for Southampton County; also to Parak Armstrong in the sum of one hundred Dollars, and whereas also the said Martha B. Rochelle was some other debts to which Henning J. Smith and Richard A. Grump are her securities, and the said Martha B. Rochelle being desirous of effectually securing the payment of the debts aforesaid, and the said Edwards and Armstrong and also to indemnify and save harmless the said Smith & Grump from sustaining any loss or damage whatever in consequence of their being her securities: the said Martha B. Rochelle in consideration of the premises as well as for the further consideration of the sum of one dollar to her in hand paid by the said William B. Phando the Receipt whereof is hereby acknowledged, has this day granted bargained and sold and by these presents do grant bargain sell convey and deliver unto the said William B. Phando his heirs Executors administrators assigns, all her the said Rochelle right, title, and interest (strong in Estate for life or Widowhood) in the Slaves of the Estate of her deceased husband James Rochelle also two Slaves in fee simple to wit Man Tom (Gays) and Woman Comfort, and the following other property (Viz): all her the said Martha B. Rochelle stock of hogs, cattle, two mules, one Carriage and harness and all her farming utensils; Upon Trust Nevertheless, that at any time the said William B. Phando upon being thereto requested by either of the parties, shall make sale of all the Estate and property above conveyed at public auction to the highest bidder for cash: having first fixed on the day and place of sale at his own discretion and given reasonable public notice thereof and out of the moneys arising from such sale after paying all expenses attending the trust: first pay the debt due Parak Armstrong, then pay the debt due William R. Edwards or so much thereof as may be due at the time, and the balance if any apply to the payment of the debts to which Henning J. Smith and Richard A. Grump are the only securities of the said Martha B. Rochelle: and if any surplus shall be after the payment of such debts as are described above: that it shall be applied to the payment of any debts to which the said Henning J. Smith is the only security of the said Martha B. Rochelle: and if any balance then there be to Martha B. Rochelle or her assigns: In Testimony whereof the said Martha B. Rochelle and William B. Phando have hereunto set their hands & affixed their seals this day and year first before written

Martha B. Rochelle
William B. Phando

Southampton County to wit: We H. A. D. Keweenaw & David B. Hines Justice of the peace in the County aforesaid in the State of Virginia do hereby certify that Martha B. Rochelle a party to a certain deed bearing date the 22nd of October 1849, and hereunto annexed personally appeared before us in our County aforesaid and acknowledged the same to be her act and deed