

Merritt J. Davis his heirs and assigns the following land lying in Southampton County State of Virginia known as the White Oak Pocosin containing three hundred acres be the same more or less, adjoining the lands of Ethelred Warren, Leonardo Cobb & others. To have for hold the aforesaid land with all the privileges and appurtenances thereto belonging unto the said M. J. Davis his heirs and assigns upon the use & trust & for the purpose following, that is to say, whereas the aforesaid Amos Copland is indebted to the said W. Smith in the sum of five hundred dollars being the purchase money due for the same land for which the said Amos Copland has executed to said Smith five several Bonds each in the sum of one hundred dollars, payable one at the end of each of the five several years bearing interest, however from date which interest on all the said Bonds is to be annually paid.

And whereas it is the intention of the said Amos Copland to secure the purchase money to the said Smith according to contract aforesaid, as well as any interest to accrue thereon. Now therefore if the said Amos Copland shall make default in the premises or fail to pay each and all of the said Bonds or any one of them as they successively & severally become due both principal & interest, or shall fail to pay the interest accruing on any of the other Bonds not then due it shall be lawful for & at the option of the said W. Smith to require the said M. J. Davis to purchase & sell any part or parcel or the whole of any part of the purpose of paying off the aforesaid Bonds & the interest due on them & shall hold & appropriate the proceeds of such sale to the payment of the said Bonds & the said interest, as well such as are not due as those due at the time of sale, the appropriation however to be first made to interest on all of them, then to the principal of each of them as have fallen due, and afterwards to the principal. And the said Davis shall therefor execute and deliver deeds to the purchasers for any of the said land he may sell, the release of any such sale after paying the said Bonds principal & interest, with a reasonable compensation for his the said Davis's services & the reimbursement of any expenses that may be incurred in fulfilling this trust, to be returned to the said Amos Copland or paid over to him. And whenever the said mortgages shall be fully paid off whether by sale or otherwise, the lands, or such part of them as shall not have been sold to pay the same to be reconveyed and returned to the said Amos Copland his heirs & assigns.

On testimony whereof the said Amos Copland hereunto subscribes his name and affixed his seal, this day aforesaid

Signed sealed & del^d

in the presence of us

John B. Higgins

Jesse Cobb

Regent of St. Albans.

Mark

Amos Copland

Southampton County. In the Clerk's Office the 10th day of May 1850.
This Deed of trust between Amos Copland of the first part, and