

the said Samuel B. Kello and Arthur A. Drewry from all harm and damage that may or can arise on account of their scurtschips agaist it is agreed by the said William B. Joyner and Sarah his wife, a conveyance in trust shall be made to the said Saml. Kello for the benefit of the said Saml. B. Kello and Arthur A. Drewry for the purpose aforesaid - Now this indenture therefore witnesseth that the said William B. Joyner and Sarah his wife for and in consideration of premises aforesaid as well as for the further consideration of the sum of one dollar to them in hand paid by the said Saml. Kello, the receipt whereof they do hereby acknowledge have granted, bargained and sold unto these presents to the said themselves, their heirs & grant, Bargain, sell make over and confirm unto the said Samuel Kello and his assigns & one tract of Land containing 19 2/3 acres by last survey, wheron the said Joyner now resides, one mare, one boar and furniture 1/2 doz. Windsor chairs 12 doz. flag bottom chairs, One sideboard One Boat, 3 Tables, One chest, 4 Head cattle, 14 Head of sheep, 22 Hogs, corn and bacon apple trees 5 peps, cider cask, one cart and wheels, together with all the farming utensils and the growing crop of corn, Cotton, peas, and potatoes. To have and to hold the said granted tract of Land and its appurtenances as also the aforesaid mentioned chattel property unto him the said Saml. Kello his heirs and assigns forever notwithstanding nevertheless upon this express condition that if the said William B. Joyner his heirs, executors or adms shall fail to pay and satisfy the said sum at the time it shall become due - and the said Saml. B. Kello & Arthur A. Drewry shall conceive themselves liable to suffer thereby that then and in that case the said Saml. Kello shall at the request of either of the parties sell the said tract of Land and appurtenances and the aforesaid mentioned chattel property for cash, first giving due notice at the Court house door by an instrument and other convenient public places at least fifteen days before the time of sale, and with the proceeds thereof pay and satisfy the said debt and all costs and contingent expenses, &c. the surplus, if any, pay over to said Wm. B. Joyner or his legal representative - In witness whereof, the parties to these presents have hereunto set their hands and seals this day and date first written.

Signed, Sealed and
delivered in the presence of

William B. Joyner
Sarah Joyner
Saml. Kello
Arthur A. Drewry
J. B. Kello







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We John Vick & Robert G. Griffin justices of the peace for the County aforesaid do hereby certify that Sarah Joyner wife of William B. Joyner, parties to the within deed personal appeared before us in our County and being examined by us privily and apart from her husband who having the said aforesaid deed fully explained to her she the said Sarah Joyner acknowledged the same to be her act and deed - that she had willingly signed, sealed and delivered the same, and that she wishes not to retract it. Given under our hands and seals this 5th day of May 1850.

John Vick J. G. Griffin
Robert G. Griffin Jr. Seal