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corn, also all the household furniture, consisting of Ten beds and bedding outside beds, one
Sentry, three bureaus, one sofa, three dozen chairs, all the carpeting, the lot of crockery
and glass ware, also five ju. and some, trunks, shawls and Corsets, one wardrobe
four dining tables, one Pear table, three wash stands, five looking glasses, mantle
ornaments Kitchen furniture and farming utensils one carriage and harness, one Sulky
and all the chattel property belonging to the said H. F. Smith together with
all the right, title, interest and estate both in law and equity in and to the
property conveyed in a deed executed by the said H. F. Smith to Edwin Smith
Trustee for Sarah J. Smith dated the 28th day of October 1853 and recorded
in the Clerk's Office of Southampton County on the 5th day of November 1853
also his right, title, interest and estate both at Law and equity in and to
the property conveyed in a deed executed to Edwin Smith Trustee for Sarah J. Smith
and signed in the Clerk's Office of Gates County, North Carolina date and time of recording
not recited - also all his right, title, interest and estate both at Law and equity
in and to the property conveyed in a deed executed to William S. Baker, Trustee
for Benjamin D. Smith and thus dated the 5th day of February A. D. 1855, and
recorded in the Clerk's Office of Gates County, North Carolina. The Trust nevertheless
to leave the following debts of the said H. F. Smith, First: a debt due Richard H.
Benson for two thousand dollars due by bond ^{dated} the 15th day of March 1855, exe-
cuted by the said H. F. Smith with Benjamin D. Smith jointly and payable on
demand, also a debt due Benjamin D. Smith for twenty six hundred and ninety one
dollars and ninety five cents due by bond payable on demand and dated the 15th day
of March 1855, also a debt due Hardy Croft to which Abram Piddick and
others are co-debtors, also a debt due Richard Garden to which Abram Piddick and
others are co-debtors, also a debt due Cass Powers to which Jesse Parker and
others are co-debtors, also a debt due William B. Wise to which John Dutton and
others are co-debtors, also a debt due Zachariah C. Hollom to which Abram Piddick
and others are co-debtors also a debt due Mint Holland to which Jesse Cobb is security,
also a debt due John Dutton, a debt due Simon Murree, and a debt due
Joe Dutton, the amounts of the debts due said Croft, Benson, Powers, Wise, J. C.
Hollom, Mint, Holland, John Dutton, Simon Murree and Joe Dutton not
recited - but it is understood by these presents that the said Benjamin
D. Smith is to retain possession and quiet possession of the said property hereby
conveyed and take the profits thereof without accounting for the same until
a sale is made in the manner and upon the terms hereinafter set forth
And the said Francis C. Piddick Trustee whenever required by the said
Richard H. Benson or Benjamin D. Smith or either of their representatives or assigns,
shall proceed to sell the said property either privately or publicly as they or
either of them shall in writing direct. And out of the proceeds of such sales shall in
the first place pay the costs and expenses attending this conveyance, and in the second place
proceed to pay to the said Richard H. Benson his executors Administrators or
assigns the aforesaid sum of two thousand dollars with all interest due thereon or
such part thereof as may be then due and unpaid, and in the third place pay
into the said Benjamin D. Smith his executors, Administrators or assigns the a-
foresaid sum of twenty six hundred and ninety one dollars and ninety five cents
with all interest due thereon or such part thereof as may be then due and unpaid
and in the next place pay to Hardy Croft, Richard Garden, Cass Powers,
William B. Wise, J. C. Hollom, Mint Holland, John Dutton, Simon Murree
and Joe Dutton pro rata the several amounts due them with the interest due
thereon or such part thereof as may remain due and unpaid and in the
last place if a balance still remains in the hands of the Trustee after paying
the aforesaid debts in the manner aforesaid, pay the same to the said
Benjamin D. Smith or his legal representative or such other person as he
may direct. And it is agreed by the parties to this deed that the said