

been committed to the said Fleming T. Smith by the Court of Pleas and Quarter Sessions of Gates County aforesaid, who has accordingly entered into Bond before said Court for the faithful discharge of the trusts reposed by said Court in him with James S. Smith, John Reddick, dec'd and Willis J. Baker, as his securities thereto. Now if the said Fleming T. Smith, his heirs, executors or administrators shall well and truly pay or cause to be paid unto the aforesaid Benjamin S. Smith, his executors, administrators or assigns and the said Nathaniel Beaman his executors, administrators and assigns the aforesaid sums according to the conditions of the aforesaid bond as with the lawful interest accruing thereon, whenever the same may be demanded. And if the said Fleming T. Smith, his heirs, executors, or administrators shall pay unto the said Isaac Pipkin Esq. whatever sum or sums of money which he shall have in his hands as his guardian aforesaid whenever the same shall be demanded by the said Isaac or by any other guardian who may be appointed for the said Isaac; then this deed and the aforesaid bonds shall cease, determine and be null and void. But in case of the non payment of the aforesaid sums of money or any part thereof, so to become due whenever the same shall be demanded as above mentioned, then in such case it shall and may be lawful for the said William J. Baker his executors administrators or assigns and the said Fleming T. Smith with lawful force and authority the said William J. Baker his executors administrators or assigns to sell all the property both real and personal hereinafter conveyed either at publick or private sale as the said Benj. S. Smith & the other creditors shall direct for cash, and the proceeds of said sale or sales he shall appropriate to the payment of the bonds and interest due to the said Benj. S. Smith & Nathaniel Beaman and to the amount due to the said Isaac Pipkin as aforesaid payable, first receiving the compensation agreed on for executing the trusts of this deed, and for acting as trustee. It is understood and agreed by the parties to this deed that the said William J. Baker should not be answerable or liable for any damage or loss which may happen to the property herein conveyed or any part thereof, which is to remain in the possession of the said W. J. Smith until required by the terms of this deed. The said William J. Baker upon the sale as hereinbefore mentioned is authorized to make the deeds to the purchasers necessary to carry the title of the said property.

We witnesses whereof the parties to this deed have hereunto set their hands and seals the day & date first above written.

Signed sealed & delivered in the presence of
J. A. Reddick.

H. T. Smith
W. J. Baker
Benjamin S. Smith

State of North Carolina

Gates County

County Court Clerk's Office, Feb'y 5th 1857.

The execution of the foregoing deed of trust from H. T. Smith to W. J. Baker trustee for the benefit of Benj. S. Smith & others was acknowledged by the parties before me this day in due form of law, therefore let the same be registered.

W. C. Sangster, C.C.C.

The foregoing deed of trust from H. T. Smith to W. J. Baker came to hand this 5th day Feb'y 1857, and was registered in the registers office of Gates County Book No. 20 page 454.

H. W. Sangster, P.R.

Southampton County Court Clerk's Office the 18th day of March, 1857.

This deed of trust between H. T. Smith of the first part W. J. Baker of the second part and Benjamin S. Smith of the third part was acknowledged by said

Smith