

469

Suffolk A. 13
Whitfield

An Indenture made this the 20th of February 1854, between Joshua Dufson & John E. Dufson of the first part and Bob. H. Whitfield of the second part and Anselm B. Urquhart of the 3rd part. Whereas the said Joshua Dufson & John E. Dufson are jointly indebted to the said A. B. Urquhart in the sum of three hundred & twenty five dollars & twenty three cents by their bond of even date herewith the consideration of which debt is bonds for \$325.75 is the sum total of their several executions of Timothy Atkinson, Hargrave & A. Atkinson executors of James Chalmers due in a suit by them vs. Joshua Dufson, Holmes, G. M. Bailey & others pending in chancery in the Circuit Court of Southampton County of that day paid off by the said Urquhart to the Sheriff of said county of the instance and request of said Dufsons of the first part. Which said debt or bond they the said Dufsons are desirous of securing the payment of therefore this Indenture witnesseth that for and in consideration of the promises and the consideration of the sum of one dollar in hand paid to the said Whitfield to the said Dufsons of the first part, they the said Dufsons, Joshua (and John, do hereby bargain, convey & assign & transfer to the said R. H. Whitfield & his heirs forever the following property, to wit: a tract of land situated in said County, bounded by the lands of Thomas D. Boykin, Solomon Pitt, & John Brown, & Gates & Dicks & Gas Harvey, containing by estimation two hundred & ninety acres (290) and being the same conveyed by said Joshua Dufson to John E. Dufson about one year since by deed of record in the Clerk's office of said County, and also negroes Wilson Stock of cattle, hogs, sheep, household and kitchen furniture, all of which property was subject to the lien of claims of the said Atkinson's execs. of Chalmers, Atkinson & Jno: Hargrave paid off as aforesaid by said Anselm B. Urquhart of which said property is mentioned & referred to in the proceedings in said suit by the said parties brought in chancery to have & to hold the said land other property above specified to him the said Bob. H. Whitfield & his heirs forever, but upon trust nevertheless that the said Whitfield trustee shall permit the said Dufsons to remain in quiet and peaceable possession of said property herein conveyed until such time as he said Whitfield shall be requested by the said A. B. Urquhart his representatives or assigns so to do, then after giving ten days notice of time and place of sale sell the said land & personal property herein mentioned for cash to the highest bidder, and out of the proceeds of sale pay the said debt mentioned & interest thereon due & all other costs which may have to be paid in & about said suit: and also any other debt which the said Urquhart may have against Dufson, as he now has an open account debt of about \$40 which will be hereafter bonded and is intended to be hereby secured of the balance if any will pay over to the parties of the first part. And the said Joshua & John Dufson for themselves and heirs do hereby covenant to and with the said Whitfield & his heirs that they do & each of them does hereby warrant generally the property hereby conveyed. Witness our hands & seals this the day year above written.

Joshua Dufson *[Signature]*
 John E. Dufson *[Signature]*
 Robert Whitfield *[Signature]*
 A. B. Urquhart *[Signature]*

Southampton County. In the Clerk's office the 20th day of February 1854.
 This Deed of Trust between Joshua Dufson & John E. Dufson of the first part & Bob. H. Whitfield of the second part & A. B. Urquhart of the third part, was acknowledged by all the parties thereto & admitted to record.
 Test., L. B. Edwards, C.C.