

in the sum of Two hundred and Thirty dollars as well as upon from then payable note of the said John A. Foster payable to the said Jane C. Shields for that amount bearing date the 1st of 1853, payable six months from date, and in the further sum of Two hundred and thirty dollars for money borrowed by the said John A. Foster of the said Jane C. Shields evidenced by the bond of the said John A. Foster bearing date January 1st 1853, payable on demand, and whereas the said John A. Foster is further indebted to the said Anna M. Foster in the sum of seventy five hundred dollars for money borrowed of her by the said John A. Foster as shewn by his bond for that amount bearing date August the first 1853, and whereas the said Jane C. Shields and Thomas Foster are bound with and as sureties for the said John A. Foster in several bonds for the hire of negroes for the present year, the amount of which bonds cannot be conveniently ascertained, but which it is supposed will not exceed Eight thousand dollars, and whereas the said Jane C. Shields and Thomas Foster have entered for the benefit and accommodation of the said John A. Foster various negotiable notes the amount of which cannot now be conveniently ascertained, but which it is supposed will not exceed two thousand dollars all of which fall due during the present year and are negotiable & payable at the Bank of Virginia, And whereas the said John A. Foster is desirous of indemnifying & saving harmless his sureties and assigns aforesaid and of securing the payment of the money due by him as aforesaid in this Indenture with the faith that for and in consideration of the premises and also for the further consideration of five dollars to the said John A. Foster in hand paid by the said Austin T. Carr, At and before the sealing & delivery of this Indenture, the receipt whereof the said Austin T. Carr hereby acknowledges, he the said John A. Foster hath bargained sold and doth hereby bargain and sell unto the said Austin T. Carr, Trustee for the purposes hereinafter mentioned, his executors, administrators and assigns the following property, To wit: Twenty four mules, Twenty four Cattle, one Horse and gear, Four Horses, thirty six sets last gear, Ten dozen Shovels, five dozen Shovels, six sets last gear, one set of Blacksmiths Tools, one Wagon and cart, two new, by the said grantor and used by him in that portion of the Norfolk and Petersburg Rail Road on which he is contractor in the counties of Spotsylvania and Stafford in the State aforesaid and in transit between the said counties on the work of said road, and all the right title and interest of the said grantor in the slaves hired by him for the present year now in use and for the purposes last aforesaid in the Counties last aforesaid with general warranty: Upon trust nevertheless that the said trustee his executors, administrators and assigns shall permit the said grantor, his executors, administrators and assigns to possess and enjoy the property aforesaid to his own use and benefit until default be made in the payment of any of the monies aforesaid due the said Jane C. Shields or Anna M. Foster, or for which the said Jane C. Shields or Anna M. Foster, Thomas Foster, George W. Smith or Robert Harvey are bound as sureties for the said grantor, so that the said sureties their executors administrators or assigns shall be damaged by reason of their having been sureties as aforesaid or for which the said Jane C. Shields or Thomas Foster are endorers for the said grantor, so that the said sureties or either of them or their executors or administrators or the executors or administrators of either of them should pay in whole or in part any of the notes aforesaid for which they are endorers or until payment be made of them or either of them any note or notes given in renewal or continuation of any of the notes aforesaid to which they are endorers. And then with the further trust that the said trustee his executors, administrators or assigns shall & will so soon after the happening of such default of payment as the said George W. Smith, Robert Harvey, Jane C. Shields, Anna M. Foster,