

Thomas Foster or which of them may be damaged by such default or the grantors
 or administrators of such may request or direct sell the said property or such
 part thereof as may be necessary either at private sale or at public auction
 for cash or on credit as to him may seem best for the interest of all parties
 & at such time & place as he may select after giving ^{three} days notice of
 the time & place of sale should be determine in a public sale by advertise-
 ment in a news paper published nearest the place of sale & at the door
 of the courthouse of the county wherein the sale is to be held and out of the proceeds
 first after paying the expenses of the execution of this trust and of said sale, in-
 cluding a commission of five per cent to the said trustee on the amount of sales,
 and then execute the purposes of this trust so as to secure the payment of the
 aforesaid monies due by the said grantor & to indemnify his creditors and en-
 dorsers aforesaid in the following order: first pay and satisfy to the
 said George W. Smith & Robert Conway such amount as they may have paid
 as creditors for the said grantor on the bond aforesaid or as it may have
 been ascertained they are liable for as such creditors; secondly pay & satisfy
 to the aforesaid Jane C. Shields such balance as may be due her on the note & bond
 aforesaid due her by the said grantor; thirdly pay & satisfy to the said Anna M.
 Foster such balance as may be due her on the aforesaid bond of the said grantor
 fourthly pay & satisfy to the said Jane C. Shields & Thomas Foster such sums
 as they may have paid as creditors or endorsers for the said grantor on the bonds
 & notes aforesaid; and if at the time of said sale, the last mentioned bonds & notes
 or such notes as may be given in continuation or renewal of the said notes be not due
 payable, the said trustee after satisfying the previously mentioned trusts or such of
 them as may be necessary, may sell at his discretion the remainder of the trust
 property on credit corresponding with the maturity of said bonds & notes, or sell
 for cash & retain the same until the maturity of the said bonds & notes for maturity
 if not paid by the said grantor pay & satisfy the same & the balance of any
 pay to the said grantor his executors, administrators or assigns. In testimony
 whereof, the said grantor & grantee have hereunto set their hands & affixed
 their seals, the day & year first before written.

Jno. A. Foster
 A. T. Burr

Seal
 Seal

Sole of Wight County, Foster.

I, John Scott, a Justice of the peace for the County aforesaid in the State of Virginia
 do certify that Jno. A. Foster, whose name is signed to the writing above bearing
 date on the 10th day of April 1854 has acknowledged the same before me
 in my County aforesaid. Given under my hand & this 11th day of April
 1854. John Scott, Jr.

Commonwealth of Virginia }
 City of Richmond, Foster.

Henry D. Cannon a Notary Public for the City aforesaid, hereby
 certify that A. T. Burr whose name is signed to the deed hereto annexed
 bearing date on the 10th day of April 1854, personally appeared before me in
 my City aforesaid and acknowledged the same to be his act and deed.
 Given under my hand this 15th day of April 1854. Henry D. Cannon, N.D.

In the Clerk's office of the County Court of Isle of Wight, April 26th 1854.
 This Deed of Trust was received and admitted to record upon the certification of John
 Scott a Justice of the peace for the County aforesaid to its acknowledgment
 before him by John A. Foster and of Henry D. Cannon a Notary Public of the City of Richmond
 of its acknowledgment before him by A. T. Burr.
 Test. H. P. Young, c.c.