

payment of the following debts in the order and to be governed by the rules of priority as are hereinafter provided. viz: One bond due to James B. Mofflet in the sum of seven hundred dollars bearing date on the 3rd day of February 1855 and payable on demand, which debt is hereby considered and agreed upon to be a debt of the first class, and should a sale be necessary as is hereinafter provided is to be paid first in toto after paying the costs and charges of drawing and executing this deed of trust, before any other debt hereinafter mentioned is paid. And the following debts which are hereby denominated debts of the second class and are to be paid after the aforesaid debt is fully paid and discharged viz: one bond due to John Davis in the sum of one hundred dollars due sixty days after date (and bearing date about the 29th of September 1854, and the following open accounts (the amounts of which are given as nearly as can be recollected) viz: one due to John Colby in the sum of two hundred dollars, one due to John Colby in the sum of seven hundred dollars one due to Samuel J. for in the sum of fifty dollars one due to Samuel D. Buck in the sum of one hundred and fifty dollars and one account due to Walter H. Soper in the sum of one hundred dollars. And the said Benjamin Scott and L. C. Spear covenant that they will warrant generally the property hereby conveyed, that they have the right to convey the said property to the grantees that they will execute such further assurances of the said property as may be requisite (and that they have done no act to encumber the same. And it is hereby agreed between the parties that the said Scott and Spear shall retain peaceable and quiet possession of the said property (and take to themselves the rents, issues and profits of the same till a sale is necessary as is hereinafter provided, without accounting for the same. That should any of the aforesaid debts remain due (and unpaid) or any part of any of them, on or after the 10th day of February 1855, then (and in that case the said James E. Jenkins and James B. Mofflet shall sell the property hereby conveyed (unless in their judgment it shall most beneficial to both grantees and creditors to sell the same at private sale) in obedience to the 6th section of Chap. 117 of the Code of Virginia 1854.

Witness the following signatures and seals.

Benj. Scott 
 L. C. Spear 
 James E. Jenkins 
 James B. Mofflet 

Nansemond County, Virginia.
 I, Thos. S. Shepherd a Justice of the peace for the County aforesaid in the State of Virginia, do certify that Benj. Scott, L. C. Spear, James E. Jenkins and James B. Mofflet, whose names are signed to the writing above bearing date the 3rd day of Feb'y 1855, have acknowledged the same before me in my County aforesaid. Given under my hand this 5th day of Feb'y 1855.

Thos. S. Shepherd, J. P.

Southampton County. In the Clerk's office the 5th day of February 12 O'clock in 1855. This Deed of Trust from Benjamin Scott & L. C. Spear to James E. Jenkins & James B. Mofflet was presented (and together with the certificate of the acknowledgment of all the parties thereto, was thereupon admitted to record.

Test. L. R. Edwards, C. C.