

An Indenture made this 10th day of February in the year eighteen hundred and 55, James W. Leary of the first part, Robt. S. Jones, trustee of the second part and a Notary Public of the third part; whereas the said James W. Leary is justly indebted to the said Notary Public in the sum of seven hundred and fifty six dollars and 24/100 lawful money of the United States to be paid on the 1st day of February 1856, but to carry interest from the date of his debt, which debt with the legal interest thereon accruing the said James Leary is willing to secure for this indenture with his oath, that for and in consideration of the premises (and also for the further consideration of seven hundred and fifty six dollars 24/100 lawful money of the United States to the said James W. Leary in hand paid by the said Robert S. Jones at or before the signing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said James W. Leary hath begun, sold and doth hereby bargain and sell unto the said Robt. S. Jones, his executors, administrators and assigns the following property, to wit: one half of the Saw Mill and its appurtenances at McChubert Depot and four miles, Charles Oxen, Two log wagons, three pair log wheels. To have and to hold the said property to the said Robt. S. Jones his executors, administrators and assigns and to the only proper use and behoof of the said Robt. S. Jones his executors & forever. Upon trust nevertheless that the said Robt. S. Jones his executors, administrators and assigns shall permit the said James W. Leary to possess and enjoy the use and benefit of the said property, default be made in the payment of the sum of seven hundred and fifty six dollars and 24/100 cents or any part thereof with interest thereon as aforesaid, (and then upon this further that the said Robt. S. Jones his executors, administrators or assigns, shall and will as soon after the happening of such default of payment as he or they may think proper, or said Notary Public or Jones his heirs, executors, administrators or assigns shall request, sell the said property or such part thereof as may be deemed necessary to the highest bidder for cash at public auction after having fixed the time and place of sale at his or their discretion and given 20 days notice thereof and out of the moneys arising from such sale, after satisfying the charges thereon and all other expenses attending the premises pay to the said Notary Public Robt. S. Jones his heirs, executors, administrators or assigns the sum of seven hundred and fifty six dollars and 24/100 cents with the interest which may thereon have accrued or so much of said sum as may then be due and unpaid, and the balance if any shall pay to the said James W. Leary his heirs executors, administrators or assigns. But if the whole of the said sum of seven hundred and fifty six dollars and 24/100 cents with interest as aforesaid shall be fully paid (and discharged to the said Notary Public Robt. S. Jones his heirs, executors, administrators or assigns when the same is payable so that no default of payment of the said sum or any part thereof be made then this indenture to be void or else to remain in full force and virtue. In witness whereof, we have hereunto set our hands and seals at New York

J. E. Jones
Robert S. Williams

James W. Leary
Robt. S. Jones

Lynchburg (Va) In the Clerk's Office the 13th day of February 1855
This Deed of Trust was proved as to James W. Leary & Robt. S. Jones two of the parties thereto by the oaths of J. E. Jones & Robert S. Williams the subscribing witnesses thereto (and thereupon admitted to record.

Teste,
L. S. Edwards, Clk.