

1856

August 15th
Examined &
witnessed by
witness

This Deed made the nineteenth day of January in the year one thousand eight hundred and fifty six, between A. S. B. Merritt and Jane S. his wife of the City of Richmond ^{Wm. H. E.} his wife of the Town of Portsmouth and D. S. McCallister and Maria S. his wife of the Town of Portsmouth, all of the State of Virginia; of the first part, James K. Lee and Samuel S. Bayly of the City of Richmond of the second part, and Wm. H. E. McCallister of the first part do hereby grant with general warranty unto the said James K. Lee and Samuel S. Bayly parties of the second part, all that certain tract of land with the buildings and improvements thereon and appurtenances thereto belonging lying and being in the County of Southampton, Virginia, on the Meherrin River and adjoining the lands of John Edwards, John McCallister, and Mark S. Deste, containing about two thousand acres it being a part of the same land that was conveyed to the said James Johnson A. S. B. Merritt and Wm. H. E. Merritt and John C. Deste by John A. Smith and wife and others by deed bearing date on the first day of November 1851, and duly recorded in the Clerk's Office of the County Court of Southampton on the 20th day of December 1851. The said John C. Deste having since the execution of said deed sold and conveyed his interest in said land to the said D. S. McCallister by deed duly recorded in same Office. And the said parties of the first part covenant that they have the right to convey the said land to the grantee, that they have done no act to encumber the said land, that the grantees shall have quiet possession of the said land free from all incumbrances, and that they, the said parties of the first part, will execute such further assurances of the said land as may be requisite: UPON TRUST notwithstanding to secure to the said Wm. H. E. McCallister the payment of the sum of three certain negotiable notes, the first for two thousand dollars, the second for three thousand three hundred and fifty one dollars and fifty six cents, and the third for three thousand three hundred and fifty eight dollars and sixty nine cents all bearing even date herewith drawn by the said A. S. B. Merritt, Wm. H. E. Merritt, James Johnson, and D. S. McCallister, payable to George W. Deste or order endorsed by the said Deste payable to the said McCallister or order the first payable two months after date, the second payable six months after date and the third payable seven months after date, the first and third negotiable and payable at the Bank of Virginia, Richmond, and the second negotiable and payable at the office of the Bank of Virginia at Portsmouth. In the event of default in the payment of either of said notes in whole or in part at the periods they shall respectively fall due the said James K. Lee and Samuel S. Bayly trustees or either of them may sell the said land. And it is covenanted and agreed between the parties aforesaid that in case of sale, the same shall be made after first (and within the time, place and terms thereof for fifteen days in one or more newspapers published in Richmond, Norfolk or Portsmouth; (that is in one or more of each place) and upon the following terms, to-wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust, including legal commissions upon the gross amount of sale to the said trustees the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money, principal, and interest then payable upon the said notes. And if at the time of such sale any note or notes shall not have become due and if at the time of such sale the purchase money be sufficient, each part or parts of the said purchase money as will be sufficient to pay off (and discharge such remaining) note or notes shall