to Odom & Clements the sum of $215.50 with interest from the 11 Nov: 1856 to W. D. Roberts Jr. & Co. $13.26 with interest from 1 January 1857, to L Salusbury $23.88 with interest from 1 Jany 1857, to John C. Shepherd $24.07 with interest from the same date; to Wm D. Stewart & Co. $29.75 with interest from the same date; to W. E. Cunningham & Co $15.00 with interest from the same date; to Willis W. Happer $43.00 due by note with interest from the 12 day of June 1854, to James Mills $151 int. and costs, due by judgment to R. H. Blythe $130. due by note subject to a credit of about $ to Gillette & Bettlow $150. due by a/c; to W. W. Biggs admr. of F. J. Mahone $16. or thereabouts to Jno. J. Simons $30.00 with interest from this date; to Wm D. Clarke $65.46 int and costs due by judgment; to Saml Kello adm. Jno. Yates $46.88 interest and costs due by judgment; to the same $5.25 interest and costs due by judgment in a warrant, to Allen Edwards adm. R. G. Edwards $37.60 interest and costs due by judgment; Jos E. Dromgoole $22.00 interest and costs due by judgment; to K. Biggs & Co: an account of $145.97 against the estate of Simon Murfee decd for which the said E. F. Murfee is liable with interest on $137.01 from the 3d day of June 1856; & to Gillette & Bettlow an account of $67.99 with interest from the 27 April 1856; And Whereas the said E. F. Murfee is desirous to secure to each and all of the said creditors their several demands aforesaid. Now therefore this Indenture made this 26th day of February 1857, Witnesseth, that the said E. F. Murfee and Josephine his wife for and in consideration of the premises and the further consideration of ten dollars to them in hand paid by the said Trustees, the receipt whereof is hereby acknowledged have granted bargained and sold and do hereby grant, bargain, sell, assign, transfer and convey unto the said John R. Chambliss and Richard H. Baker Jr. and their assigns forever, all the estate both real, personal and mixed to which the said E. F. Murfee is entitled under the will of his father Simon Murfee deceased, whether as devisee, legatee, or otherwise, and all his right, title, interest and demand whatsoever in, to or out of the estate of said Simon Murfee consisting of lands, slaves, crops, farming utensils, stock &c lying and being in the County of Southampton which estate is still unsettled, but will probably be closed during the present year, and the property abovementioned then surrendered & delivered to the said Trustees; To Have and to Hold the said property to them the said Jno. R. Chambliss and R. H. Baker Jr. and their assigns forever (subject however to a previous deed of trust executed by the said E. F. Murfee and wife to the same Trustees on the 2d day of May 1856 and duly recorded. Upon Trust Nevertheless to secure to the creditors abovementioned the payment of their respective claims:, And if the said E. F. Murfee shall fail to pay the said debts at or by the time when the Estate of said Simon Murfee is settled then in that event the said Trustees shall as soon thereafter as they may be required so to do by the said creditors or either of them sell the property hereby conveyed in the manner prescribed by law and upon such terms as they may deem best and out of the proceeds of the sales they shall pay first all costs, charges and expenses of this trust and of said sale; next they shall pay the debts abovementioned or such of them as may then remain unpaid, and the balance they shall pay over to the said E. F. Murfee, his Executors, administrators or assigns. And if the said property or its proceeds be insufficient to pay all the debts abovementioned, then the debts first abovementioned to William Murfee of $700 and $200 shall be first paid in full and the residue of the said debts pro rata, but this preference given to the said William Murfee is upon the express condition that he surrender and deliver up to the said Trustees within thirty days after the recordation of this deed any other conveyance by bill of sale or otherwise which he now holds as collateral security for the said debts and upon his failure to do so all provisions made for him hereby shall cease and determine. It is further covenanted and agreed that in the event of a sale under this deed the said Trustees shall be entitled to a commission of 5 pr. cent for their services to