lot & house formerly occupied by John R. Williams dec^d. also a tract of land known as The Turner
tract containing about Three Hundred acres late the property of John R. Williams, also the
tract of land lately owned by Mills D. Sumner also the said Wm. Murfee's Stock
of horses cows farming utensils household & Kitchen furniture one buggy & harness
Corn, fodder, peas, peanuts, potatoes, and the growing crop of every kind, also the
said Wm. Murfee's Stock of goods and Merchandize now on hand, also all the bonds and
accounts and other choses in action of the said Wm. Murfee and all his real and personal
estate of every kind, in trust to secure first out of the proceeds of sale of all of the said
property except the choses in action the following debts, towit; ten bonds dated about
the 5th of Feb. 1856, executed by Wm. Murfee & James N. Bell & others to Alexander
Norfleet, nine of them for one thousand dollars each and one for one Nine Hundred
& forty five dollars and seventy two cents, the first becoming due Feb 5th 1857 and one
of them then falling due every six months thereafter until the last is due on the 5th
of August 1861, also a bond due Hardy Cross executed by Wm. Murfee & James
N. Bell for about Twelve Hundred dollars subject to some credit, also a debt
due James Holmes by bond executed by said Wm. Murfee & Allen Edwards for about
Eight or nine hundred dollars now due, also bond due Jno Delk for about Three
hundred dollars with Seth D. Williams & the security of said Wm. Murfee,
also all sums which may be due from the Wm. Murfee as the administrator of Jesse Gardner
dec^d also all sums which may be due from the said Wm. Murfee as the administrator
of Wm. McWills dec^d also all sums due from the said William Murfee for which
any person may be bound as his security including a debt due Patrick Dales for which
Warren Edwards is security and then secondly to secure after the payment of the
debts above mentioned all debts of every kind due from the said Wm. Murfee
at this time. It being the intention however not to give the first class creditors
or debts above mentioned any priority over the second class so far as the said
bonds, accounts and other choses in action conveyed are concerned but that the
debts of both classes shall stand on a perfect equality as to payment out of the said
choses in action, the first class creditors to be preferred in paying out the proceeds of the
sale of all the other property hereby conveyed. And whereas a great sacrifice would
be occasioned by an immediate sale of the said property which if properly managed
it is much more than sufficient to pay all of the said debts, it is hereby covenanted
& agreed that the said Wm. Murfee shall continue in the quiet and uninterrupted
possession of the said property for the period of twelve months from this date
with the right to sell the merchandize now on hand, to any person in the
regular course of trade for all of which sales so made he is to render unto
the said E. W. Massenburg a proper account and the said E. W. Massenburg
shall hold the money arising from such sale subject to the trust hereinbefore
declared; And it is hereby covenanted and agreed that the said William
Murfee shall have authority to collect any of the said choses in action pro-
vided the amount so collected is applied to any of debts herein secured or
to exchange any of the said choses in action for any of the debts herein secured
accounting to the said E. W. Massenburg for such collection, payment or ex-
change. And it is further covenanted and agreed that unless the said
Wm. Murfee shall have paid all the said debts which may be due
twelve months after the date of this deed that the said E. W. Massenburg
shall proceed to sell the said property and pay the said debts in the order in
which they are before mentioned having regard to the two classes as aforesaid and
that for the discharge of his duties as trustee in the premises he shall be