

This deed recites the following signatures and is also

*A. C. Murphy*

*E. M. Throop*

(Signed)  
(Seal)

Southampton County, Justice Clerk's Office the 3<sup>rd</sup> day of May 1858.  
This Deed of Trust was acknowledged by *John Brumley* a party thereto and was  
thereupon admitted to record.

Teste,

*R. Edwards, Esq.*

This Deed made the Third day of May in the year one thousand eight hundred and forty-eight, between Allen E. Jayne & Co. (merchants) the firm composed of said A. E. Jayne and son (minor) Jayne (hereinafter part), and Benjamin B. Kindred (trustee) of the other part, witnesseth; that whereas A. E. Jayne & Co. (grantors) do hereby grant and convey to the said trustee the following property to wit Stock of Dry goods, groceries, hardware and  
 Dated May 3<sup>rd</sup> 1858  
 all other merchandise of every description now in store of said firm at Boykin's Depot  
 of Kindred Stock of hogs, cattle, hams, meat, bacon, ham, &c. farming implements of every  
 kind, furniture, description - all bonds, notes, open accounts, and all other debts due to the said firm  
 Interest to secure the following debts, and securities - First, to secure a debt due  
 by bond or note to Christopher D. Backam for two thousand one hundred and twenty  
 four dollars, dated in the year 1857, to secure this said Backam as security for  
 said firm to Richard Darden for about eight hundred dollars (\$800.00 cents)  
 and to secure the said Backam from all loss or damage in all instances in which  
 he may be security to said firm by bond, note or otherwise.

To secure in the second place, a debt due to George R. Jayne, by said  
 firm for about eleven hundred and fifty dollars (\$1150.00 cents) and to secure the  
 said G. R. Jayne free from loss as security for said firm in all instances what-  
 soever.

To secure in the third place a debt due from said firm to Lucy B. Kindred by  
 bond or note of about three hundred dollars (\$300.00 cents).

To secure in the fourth place, provide all other creditors and securities after  
 said firm.

But it is expressly stipulated and agreed by all the parties facts that the said  
 firm shall remain in peaceful possession of all the property herein conveyed for the  
 space of eighteen months from this date and shall carry on during that period the  
 mercantile business in which they are now engaged at Boykin's Depot in the  
 same manner as heretofore.

At the expiration of that period and if any party herein benefitted, the  
 said property is to be sold, the expenses of same paid in including five per cent.  
 commissaries to the trustee, the debts and liabilities paid as directed herein  
 and the residue paid to said firm.

Witness the following signatures and seal

*A. E. Jayne & Co.*

(Signed)  
(Seal)

*Jno. J. Kindred*

*M. R. Blair*

Southampton County, Justice Clerk's Office, May the 3<sup>rd</sup> 1858.

This Deed of Trust from A. E. Jayne & Co. to Benjamin B. Kindred trustee was proved by the oath  
 of Jno. J. Kindred & M. R. Blair, the witnesses thereto, and admitted to record.

Teste, *R. Edwards, Esq.*