

Whereas Everett S. Hill did on the 15th day of March A.D. 1858, execute a bond to James Barnes guardian for the estate of Henry M. Hill for the sum of Two Hundred fifty two Dollars & eighty one cents on demand one day after date also he, the said E. S. Hill did on the 15th day of January A.D. 1858, execute his bond to Benjamin W. Cornell & Joseph Gillett, Executors of Lewis Cornell for the sum of Two Hundred & fifty two Dollars due that day, also he the said E. S. Hill did on the 31st of January or thereabout execute his Bond to J. J. Andrews Executor of Henry Hill for the sum of Two hundred & seventy nine Dollars on demand & on that day or thereabout say Jan'y 31st 1858, which Bonds at the request of him the said E. S. Hill his mother Mason Hill became also bound for the payment of the aforesaid bonds by executing the said bonds as the surety of the said E. S. Hill and whereas the said E. S. Hill now desires to indemnify & save himself & the said Mason Hill from all loss & damage in consequence of her having become so bound as surety of the said E. S. Hill. Now therefore this deed made the first day of September A.D. 1858, between the said Everett S. Hill of the first part John R. Rockwell of the second part and Mason Hill of the third part all of the County of Southampton, State of V^a Waterford; that the said E. S. Hill in consideration of the sum of One Dollar to him in hand paid, the receipt whereof is hereby acknowledged and for the further consideration of the trust hereinafter set forth has given, granted, bargained and sold and does by this deed give, grant, bargain sell & convey with general warranty unto the said John R. Rockwell one tract of land & lot of John J. Andrews Commissioner & adjoining the lands of Henry Cook John P. Bregante heirs, Jacob Williams & Daniel Barnes & containing three Acres & four acres more or less together with all the improvements thereunto belonging and also one negro man slave named Argenie one negro woman named Evelyn & eldest daughter and for the following use and purposes and none other, that is to say; if the said E. S. Hill his executor or adminr. shall at any when the payment of any or all of the aforesaid bonds is legally demanded, fail or refuse to pay the same so that payment thereof shall be required of the said Mason Hill by James Barnes, Cornell & Gillett and John J. Andrews or there or either of their heirs executors Administrators or assigns then so soon after such demand of payment shall be made as the said Mason Hill shall require him the said John R. Rockwell so to do, he the said John R. Rockwell shall proceed to sell giving ten days notice at three or more publick places in the neighborhood of each said tract and of the proceeds of such sale he shall first pay all the cost & charges attending the execution of this trust. Secondly if the said Mason Hill her heirs, executors or adminr. has not at any time paid of the said debts he the said shall then pay off to the said James Barnes, Cornell & Gillett & John J. Andrews their heirs, executors, adminr. or assigns the said bonds with all interest that may have accrued thereon & all legal cost that may attend any proceeding at law or equity to recover the same or if the said Mason Hill her heirs, executors or adminr. shall have paid of the said sums as mentioned in the said bonds or any part thereof then without event the said John R. Rockwell out of the proceeds of the said sale shall pay to the said Mason Hill her heirs executors or adminr. all such sum or sums of money as he shall have paid in discharge of the said bonds and the balance if any he shall pay to the said E. S. Hill his heirs, executors or adminr. in witness whereof the parties to this deed have hereunto set their hands & affixed their true seals this day of September 1st.