

trusts, and together with the certificate of the jury examination and acknowledgment of Ann Whitehead, his wife, was admitted to record.

Witness,

J. R. Edwards, Clerk.

This Indenture made the 17th day of March in the year 1857 between J. R. Chambliss and Edw. W. Maspending of the first part Lewis C. Mason of the second part and Francis B. Rivers, A. S. B. Merrill, Wm. H. C. Merrill, & Thomas H. Applwhite of the third part.

Whereas by a certain deed bearing date the 31st day of September 1854 made or supposed to be made between the said Lewis C. Mason of the first part, the said J. R. Chambliss and Edw. W. Maspending of the second part, and the said Francis B. Rivers, A. S. B. Merrill and Wm. H. C. Merrill of the third part. It is witnessed that, whereas by the request of the said Lewis C. Mason, the said Rivers & Merrill have become jointly bound with the said Lewis C. Mason as sureties for the said Mason in a debt due Thomas H. Applwhite secured by a bond under seal for the sum of thirteen thousand two hundred dollars bearing date the 1st October 1853, and due the 31st day of December 1853, and whereas the said Lewis C. Mason has promised to make this debt to say his said co-sureties harmless in their said suretyships in consideration of the premises as well as for the sum of four dollars to said Lewis C. Mason paid the receipt of which is hereby acknowledged, the said Mason has granted and conveyed and hereby grants and conveys unto the said Chambliss and Maspending trustees, the following property to wit, all his lands lying in the County of Southampton called Sotaville and containing 700 acres and his undivided interest in slaves devised by the wills of Lewis Sotter and Richard Mason.

Upon trust that the said Lewis C. Mason shall hold the quiet and undisturbed possession of the said Land and Slaves and receive and enjoy the profits thereof until the said trustees shall be required to sell the same by the parties of the third part and upon the further trust that when so required the said trustees or the survivor shall after giving two months notice by advertisement in some newspaper published in Petersburg sell the said Land and Slaves or so much thereof as shall be necessary for the purpose and apply the proceeds of sale to indemnify and save harmless the said F. B. Rivers, A. S. B. Merrill and Wm. H. C. Merrill as sureties aforesaid.

And whereas the said bond due to Thomas H. Applwhite with all interest accruing thereon has been fully paid and satisfied previous to any notice to the trustees from F. B. Rivers, A. S. B. Merrill & Wm. H. C. Merrill, the parties of the third part by the said Lewis C. Mason and he the said Lewis C. Mason hath requested the said J. R. Chambliss and Edw. W. Maspending to receive and release the premises so conveyed unto as above recited unto him in manner herein after mentioned. Now This Indenture witnesseth that for and in consideration of the sum of five dollars lawful money of the United States to them the said J. R. Chambliss and Edw. W. Maspending in hand paid by the said Lewis C. Mason at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, they the said J. R. Chambliss & Edw. W. Maspending hereby acknowledged, they the said J. R. Chambliss & Edw. W. Maspending the said F. B. Rivers, A. S. B. Merrill, Wm. H. C. Merrill and Thomas H. Applwhite, parties of the third part containing thereto have bargained, sold, aliened, released and confirmed and by these presents do bargain, sell, alien, release and con-