

thence, and together with the certificates of the acknowledgment of John H. Jones and Joseph Jones, parties thereto, and of the prior examination and acknowledgment of Mary A. Jones, also a party thereto, was admitted to record.

Teste,

L. R. Edwards, C. C.

This Deed made this 30th day of October 1860, between E. F. Murfee of the one part and E. W. Masfenting, of the other part, witnesses; that the said E. F. Murfee doth grant unto the said E. W. Masfenting all his right and interest in a suit now pending in the Supreme Court of Appeals in which said Murfee is Plaintiff and James W. Murfee & others are Defendants. In trust to secure to James Alfred Jones fifteen per cent on the amount which may be recovered by the said E. F. Murfee in the said suit which said fifteen per cent the said E. F. Murfee and Jones have agreed on as the fee of the said Jones for conducting the said cause in the said suit with success provided there shall be an ultimate recovery.

Witness the following Signature and Seal.

E. F. Murfee (Seal)

Southampton County. In the Clerk's office, November 7th 1860.

This Deed of Trust was acknowledged by E. F. Murfee, a party thereto, and admitted to record.

Teste,

L. R. Edwards, C. C.

Whereas on the 31st or 31st of January 1852, and on the 1st day of July 1852, Richard Barrett sold to Alexander W. Norfleet two parcels of land at Franklin in Southampton County, as may be seen by the Deeds duly recorded. And whereas on the 31st day of January 1852, and on the 1st day of July 1852, the said Norfleet executed writings to the said Barrett conditioned to the effect, that if the said Alexander W. Norfleet, his execs., admors. or assigns should ever keep any public or private ordinary house or cause to be kept on or on the said lots conveyed by said Deeds, he the said Norfleet would by virtue of said writings bind himself, his heirs, execs., admors., or assigns to pay to the aforesaid Barrett, his heirs, execs., admors. or assigns the just sum of one thousand dollars, and the said Norfleet by said writings further says: "I the said A. W. Norfleet also convey all my right, title and interest in the aforesaid lot of land to the aforesaid R. Barrett his heirs, execs., admors., or assigns as security for the above amount of one thousand dollars in case the above condition is forfeited." And with condition that if the said A. W. Norfleet his heirs, execs., admors., or assigns never keep or cause to be kept any public or private ordinary house on the said named lot or lots, then the said agreements were to be null and void, otherwise to remain in full force and virtue. And whereas the said Norfleet has by Deed dated the 2nd of