

orphans of Caleb Everett for whom said Bryant is guardian for about \$800. a bond due W H Briggs 3rd September 1859 for \$113.774 another bond due the said Briggs 19th September 1859 for \$50. another bond due the said Briggs 7th April 1860 for three hundred dollars. another bond due the said Briggs 9th June 1860 for \$50. Another bond due the said Briggs 17th July 1861 for \$50. another bond due the said Briggs 25th March 1862 for \$116.904. and a bond due Benjamin E Pope Jr. of S A Briggs 18th March 1862 for \$992.024. and that the balance, if any, is to be applied to the payment of all other debts, if any, justly due and owing from the said Caleb A Bryant. And it is hereby agreed by the parties that no sale shall take place before the first day of January 1865 unless sooner requested by the said Jas A Bryant and if on that day any of the debts shall remain unpaid, it shall be lawful for the said trustee at any time thereafter being then required by any party interested to make sale of the property aforesaid intended to be conveyed or so much thereof as will be sufficient for the purpose having fixed on the time and place at their own discretion and giving one month's notice thereof by insertion in a newspaper published in the Cities of Norfolk & Petersburg or one of them, and by advertisement posted up at the front door of the Courthouse of Southampton and at three other public places at least in said County and out of the monies arising from said sale, first deduct the expenses attending this trust including five per cent commissions on the whole amount of sales for the trustees as a compensation for their services. and the balance apply to the payment of the debts aforesaid before directed. The trustee may act conjointly, but if either should decline to act or for any cause be prevented from doing so, the other may act and his acts shall be valid.

Witness the following signatures and seals.

Chancery and erasures made before signing.

James D Bryant
T J Proctor
(Seal)
(Seal)
(Seal)

+ Southampton County In the Clerk's Office the 14th day of April 1866.

This deed of trust between James D Bryant of the first part and Thomas J Proctor & James F Bryant of the second part was acknowledged by the said James D Bryant & Thomas J Proctor and admitted to record Stamps of the internal revenue of the United States to the amount of Six dollars being affixed thereto.

Tested

J R Edwards Esq

This deed made this 16th day of April 1866 between Edward Brumpler & Mahala his wife of the first part and Augustus Brumpler & Joseph B Brumpler of the second part witnesseth that for and in consideration of the sum of thirty five hundred dollars in hand paid by the second part to the parties of the first part the receipt whereof is hereby acknowledged the said Edward Brumpler & Mahala his wife have given granted and sold to the said Augustus Brumpler and Joseph B Brumpler all that tract of land known as the Monroe tract containing five hundred & nine & five acres more or less, lying in the County of Southampton bounded by the lands of Augustus Brumpler, Mrs B Jenkins & the Stoneway River. Witness the following signatures & seals

Edward & Brumpler
Mahala & Brumpler
(Seal)
(Seal)

State of Virginia County of Southampton to wit.

We, Ruth H Bishop & H E Beale Justices of the Peace in and for the County aforesaid and the State aforesaid do hereby certify that Mahala Brumpler the wife of Edward Brumpler whose names are signed to the writing above bearing date on the 16th day of April 1866 personally appeared before us in the County aforesaid and being examined by us privately & apart from her husband of having the writing aforesaid fully explained to her she the said Mahala Brumpler acknowledged the said writing to be her act & deed and declared that she had willingly executed the same & does not wish to retract it Given under our hands this 17th day of April 1866.

H E Beale JP

R H Bishop JP

State of Virginia County of Southampton to wit. We Ruth H Bishop H E Beale