

Said County and owned jointly by said A.W. Kofflet and Ro. J. Stephenson and for the sale of which and settlement of said first mortgage matters a suit is now pending in the Circuit Court of said County, and with which this deed is not to interfere it being the intention that the proceeds of said lot, whether sold under this deed or under said suit, shall be applied to this trust. To gether with all and singular the privileges and appurtenances belonging to the said several parcels of Real estate, except that two old houses on the first named piece and a parcel of cut logs for timber and a lot of Staves already got on the second above named piece are reserved and not hereby conveyed.

Ex. 2
In trust and for the uses and purposes following that is to say, whenever a sale of the property hereby conveyed shall be made, the said Luther R. Edwards, trustee as aforesaid shall first pay all costs and charges of drawing and recording this deed, if then unpaid, and all legal and proper charges, for legal advice and expenses of sale, including a Commission of five per cent on sales to the said trustee and then pay in full, as the first class the following debts or such part of the same as may then remain due and unpaid, to wit. To Anne Edwards wife of Jordan Edwards \$1400. due by bond, and with interest from 5th July 1859. To Jordan Edwards a bond of \$1300. due 1st January 1860. To Jordan Edwards a bond for \$300. due 2nd July 1858. To Jordan Edwards a bond for \$900 due 9th April 1865. To Jordan Edwards a bond for \$25.22 due 17th Oct. 1861. To Jordan Edwards a bond for \$145.72 due 16th Jan'y 1866. To Patrick Dikes a bond of about \$1235.10 due about Dec. 1859. To Patrick Dikes a bond of about \$1260. due 5th June 1860. To both which last two named bonds Jordan Edwards is security. To Sadlow Lawrence a bond to which said Edwards is security for \$1260. due 5th June 1860. To Hor. Hall, a bond to which said Edwards is security of \$1310.64 due 13th Nov. 1861. To Hardy Croff, or his estate a bond to which said Edwards is security of \$126.50 due 1st Jan'y. 1862. To J. A. Holland, or his estate a bond of \$236.50 due 1st Jan'y 1863 to which said Edwards is security. To John Cobb a bond to which said Edwards is security of \$800. or about that amount + due 5th Jan'y. 1857. To Spicers B. Cole a bond to which said Edwards is security of \$356.20 due 17th Feb'y 1857. To John M. Holland a bond for \$507.04 due 17th July 1855. To John M. Holland a bond for \$905.15 due 22nd April 1856. To John M. Holland a bond for \$1000. due 25th June 1860. To William Edwards & William Edwards a bond for \$1100. to which J. A. Holland & John M. Holland are security + to C.W. Masbury an unascertained amount for legal services. And it is expressly directed, that if any of the above debts are not correctly described as to date or amount, yet, that the same shall be paid as provided for, it being the object and intention herein to pay all said debts above referred to and identified, or whatever sums may be found due on the same after deducting any and all payments and offsets. And then in the next place and as of the second class (after the payment in full of the said first class) pay the following debts and demands, that is to say, To Hardy Croff a bond of \$95. due 19th August 1858. To Francis Robinson a bond of \$90. due 2nd Feb'y 1858. To Joshua Preblow a bond of \$665.62 due 2nd Oct. 1858. To James Jenkins a bond of \$451.71 due 3rd March 1859. To C. Smith & Martha A. Croff Executors of Hardy Croff dec. a bond of \$20. due 3rd Dec. 1859. To Theophilus Daughtery a bond of \$74.89 due 1st Jan'y. 1861. To Theophilus Daughtery a bond for \$32.06 due 28th Dec. 1861. To Jas. B. Vick a bond for \$10. due 25th Dec. 1861. To J. R. Edwards a bond for \$102.35 due 20th Sept. 1861. To R. S. Edwards a bond for \$30. due 1st Jan'y 1862. To E. W. Cobb a bond for \$155. due 22nd Nov. 1866. To Timothy Hayes a bond for \$200. due 14th March 1862. To Jane Preblow \$71.75 due by bond due 19th Nov. 1859. To Henry Edwards a bond about \$70. due in 1866, + to Edwards & Arnold ^{and receipt} of \$65. due in 1865. To Sarah P. Bay & L. Holland a bond of \$90. or about that sum, date not recollected. And it is also expressly declared that if any of the said debts of the said second class are incorrectly stated as to date or amount, yet it is declared that the same thus referred to and identified shall be paid in full, if the assets should be sufficient, after deducting all offsets & payments on the same.

And it is further provided and declared that after the foregoing expenses and debts, according to their classes have been fully paid off and discharged and a surplus of assets should then remain in the hands of the said Luther R. Edwards, as Trustee aforesaid that he shall pay the same ratably to all other debts and demands due by said A.W. Kofflet that may be presented & proved before a final distribution of assets under this deed. And it is further expressly directed that the said Luther R. Edwards, as Trustee aforesaid shall make no sale under this deed, previously to the 1st of January 1868. except by the consent of the said A.W. Kofflet, but with such consent he the said Trustee may before that time and without such consent may at any time after that date, sell the property hereby conveyed, or any part thereof, either privately or publicly, for cash or such reasonable credit as may be best in his judgment to promote the interest of all parties, and may make and execute all proper deeds for the same - it is however expressly provided that the sale of the store house and lot shall be