

Ex 7

Dates that may be made under this deed and out of any moneys that may be collected under the same, the said John R. Kelly, trustee as aforesaid, shall first pay the expenses of drawing, executing, stamping & recording this Deed & all expenses that he may from time incur in advertising and selling said property and all necessary travelling and other expenses incurred about this trust and all attorneys, or other proper charges for services performed by him or incurred with others, in and about the business of this trust. 2^d. And in the next place the net proceeds arising from the sales of the lot on the west side of Market square as aforesaid and the amount due for insurance on the house burnt, by the said trustee, shall apply to the payment of the debt due to Mrs Mary E. Seldon aforesaid & for which she has a claim thereon: and, 3^d, after this is done, then my surplus, from that source shall be applied to the discharge of any and all liens thereon acquired by judgments as docketed as aforesaid; and if any surplus the same to be applied to the general purposes of this trust. 4^d. That out of the sales of a moiety of the said "Fort Land" and one half of any moneys that may be received of Wm White for timber as aforesaid, and out of the sales of the Real estate in Southampton County, Virginia aforesaid, the said John R. Kelly, as trustee aforesaid shall first apply the same to the purposes named in the deed of trust aforesaid executed by John D. Myrick & wife to Hader Biggs trustee for Walter Myrick, and any surplus to the payment of the liens acquired by any docketed judgments and the surplus, if any, to go to the general purposes of this trust. 5^d. That out of the sales of the other moiety of said "Swamp Land" called "Fort Land" and the other half of any moneys arising from timber cut thereon by Wm White, by the said John R. Kelly, trustee as aforesaid shall apply to the payment of a debt of twelve thousand five hundred dollars due G. J. Commons for the purchase of a moiety of said "Fort Land" (which debt is subject to several credits endorsed on the writing which evidences the debt) & to the payment of any interest now due, or that may become due on said debt last named. 6^d. That after the special and particular application of the moneys as above set forth there may out the funds still remaining from all sources under this deed as follows - To Burroughs & Harrison Co. Bankers eight hundreds dollars and all interest due thereon (and which debt is secured by a pledge of the Coupons from the stock in the Norfolk & Petersburg Rail road & the four certificates of \$35, each of the Seaboard & Roanoke Rail road, which debt is to be paid in full) - 7^d. In the next place, and to be paid in full the following debts - First, any balance that may be due to G. T. Simens, on his debt aforesaid. To Wm A. Hafensburg any balance that may then be due (if any) on his docketed judgment. To the Merchants & Mechanics Bank, any balance on the docketed judgment in their favor, any balance on any other judgment docketed and under which liens have been acquired previous to the date of this deed. To any balance due on any debt to which Walter Myrick is security & to secure which the deed of trust aforesaid to Hader Biggs, ^{as trustee} for Walter Myrick was intended to secure; and after the payment in full of the debts above referred to, in the manner described, then by the said John R. Kelly, trustee as aforesaid shall apply any funds remaining from the assets hereby conveyed to the following debts. To the Executrix of Richard Darden a bond of about six thousand dollars, debt & interest, To Wm M. Jones two bonds executed by Thos A. & J. A. Myrick, the balance due on the same being wholly due by John D. Myrick: And then, if a surplus still remains pay the same ratably to the debts due the following persons, whom ascertained by proper proof, to wit, to Ed. D. Roth in his own right or as assignee, To Geo. W. Neal, To Jas. May Jr. guardian to, To Hader Biggs, To Geo. W. Bowdery, To Elam P. Brown, To Wilkins Bough, To J. M. Freeman, To Hamlin, Broth, To E. M. Dunn &c, To M. A. & C. A. Santos &c, To C. Schwankhoff, To B. Pedde, To Norfolk Day book, To Geo. W. Staples, To Norfolk Old Dominion, To B. A. Adams, To A. F. Leonard, To Robertson & Lynn, To Burroughs, Rogers & Langly, To Uriah Vaughan, in his own right or as assignee & whether due by bond or account, To Belvoir Lead, To L. Berkley, To American Telegraph Co., To A. Wren, To W. C. Crow, To R. H. Baker, To Selden &c, To J. W. Corpsew, To Geo. R. Todd, To Stewart & Day, To Salomonoff &c, To Enoch Capps, To Peter C. Hull, To Hill & Spiers, To Taylor Martin &c, To J. W. Bishop