

Ex^d Deed L.
J. H. Barham

This Deed made this 26th day of February A.D. 1868, between E. C. Magget of the first party, and E. W. Mapentury & John J. Hindcock, (Trustees) of the second party and Joseph H. Barham of the third party, Witnesseth, that the said E. C. Magget doth grant and convey to the said Barham, the following property, to wit, One tract of Land lying in the County of Southampton, containing about three hundred and twenty eight (1128) acres, formerly owned by George B. Camp, and which was conveyed to the said Magget by Deed from John Pickett and Mrs. E. his wife, dated April 31st 1860, now of record in the Clerk's Office of Southampton County, all of the said E. C. Magget's interest in a tract of Land lying in the said County containing about Five hundred and thirty (530) acres, near Newsums Depot, bounded by the Rail Road, the Lands of James J. Sargent and others, it being the same Land which was devised to the said Magget, by John M. Neal's will, after the life estate of his (widow) Maria, Head town, plus two Waggon, two Carts, and wheels, One Ox cart, & Wholly, three Oxen, seven head of Cattle, four Hules, and three & fourteen, and one Cotton Gin & fixtures. And the said Barham, to secure the payment of a debt due by judgment of the County Court of Southampton County, obtained at the June Term of said County, in the year 1861, for the amount of Four thousand one hundred and seventy six dollars and fifty three cents (\$4176.53 cents) the interest being added up to February 26th 1867, the said Magget having paid (\$150.00) cents, the interest for one year on the said debt on this day. Thus leaving the sum of \$4176.53 cents before paid, still due and owing, and which said sum it is hereby intended to secure. And the said Joseph H. Barham promises and agrees to grant to the said E. C. Magget, delay and credit in the payment of the said sum of \$4176.53 cents, for the period of five years from this date. And the said E. C. Magget, promises and agrees to pay to the said Joseph H. Barham the whole of the interest on the said debt of \$4176.53 cents, annually as the same may fall due, and if the said interest should not be paid within thirty days after the expiration of any year, the said Barham may order the said Trustees to make sale of so much of the said property herein conveyed, as may be necessary to pay the interest aforesaid. But in the event of the death of the said Joseph H. Barham, within the said five years, his personal representative may, at his discretion, foreclose this Deed, for the purpose of paying the said debt. And the said Barham, promises and agrees, to accept of any amount that may be tendered to him, by the said Magget, in liquidation of the said debt, beyond the interest, at any time whenever the said interest thereon may be tendered, although before the expiration of the said five years. Witness the following Signatures and Seals.

Eldridge C. Magget.

For: ^{his} J. H. Barham,
trust

(Seal)
(Seal)
(Seal)
(Seal)
(Seal)

Southampton County. In the Clerk's Office, March the 2nd 1868.
(This Deed of trust from E. C. Magget to E. W. Mapentury and John J. Hindcock, (Trustees) for the benefit of Joseph H. Barham, was this day received and acknowledged by E. C. Magget and Joseph H. Barham, to be their act and deed and admitted to record. Stamps of the Internal Revenue of the United States to the amount of Four Dollars and fifty cents, being affixed thereto and duly cancelled.)

Teste: L. R. Edwards, Clk

End &
delivered
to F. M.
Holland
Oct. 19th
1868-