

to his act & due & admitted to record. Stamps of the 1st. Rro. of the
U.S. to the amount of three dollars & fifty cents being affixed thereto and
duly cancell'd.

Cesw., J.R. Edwards, S.C.

This Deed made the sixteenth day of September A.D. 1869, between John McKinstry of
the first part, & John N. Debelle, Trustee of the second part & Benjamin B. Kindred of the
third part. Whereas it is agreed between the said John McKinstry, don't grant and convey
to the said John N. Debelle, trustee, the following property to wit, All that tract
or parcels of land this day granted and conveyed by the B.B. Kindred to the
said John McKinstry by Deed of Bargain & Sale of even date with this Deed,
lying in the County of Southampton, State of Virginia, near Baskin's Depot, and
bounded by the public roads leading from said Baskin's Depot to Marquisboro,
by the McHenry River, by the lands of Phineas Ridley, Wm. M. Beale and
Others, and commonly known as "Middlebrook," which said tract is supposed
to contain one hundred and fifty acres, more or less, ~~On trust~~, to secure the
payment of a sum for Seventeen hundred dollars, \$1700.00 due from the said
John McKinstry to the said Basy B. Kindred of even date with this Deed.
On Demand January 1st A.D. 1871, and bearing interest from January
1st A.D. 1870. But it is understood and agreed by the parties to this
Deed that it shall be satisfaction of the said sum, and a full release
from the conditions of this deed, if the said John McKinstry shall pay on or
before the day on which the same is due & payable the full amount of the said
last named sum principal & interest to Joseph St. Barkand, instead of the
said Benjamin B. Kindred, by taking the receipt of the said Barkand therefor
and presenting the said receipt to the said Basy B. Kindred.
The object & purpose of this arrangement are, that the said Barkand holds for his
benefit, a Due of Trust on the real estate herein described & conveyed and
granted, and the said Benjamin B. Kindred desires to allow to the said
McKinstry the privilege of releasing said Due of Trust to the extent of
making said payment to the said Barkand instead of to the said Benjamin
B. Kindred. Wherefore the following Signatures and Seals. ~
Executed and witnessed before me.

John McKinstry,
John N. Debelle,
Geo. N. Kindred,

Sixteenth day of September, A.D. 1869.
This Deed of Trust from John McKinstry to John N. Debelle, trustee,
for the benefit of Benjamin B. Kindred, was this day received and
acknowledged by the said John McKinstry, Benjamin B. Kindred,
and John N. Debelle, to be their act & Due and admitted to record.
Stamps of the Internal Revenue of the United States to the amount of
Two Dollars, being affixed thereto and duly Canceled. ~

Cesw., J.R. Edwards, S.C.