

The said Barkham, to the said Kinderd, the receipt of which said sum is hereby acknowledged, doth grant bargain, sell and convey to the said Barkham, with all the privileges, rights, and appurtenances thereunto in any manner attached or belonging, in fee simple, all that tract or parcel of Land lying about one half in the County of Northampton, State of Virginia, and about one half lying in the County of Yorkampton, State of York (Canada), supposed to contain one thousand and eighty acres, more or less, bounded on the North by the Mackenzie River, on the East by the said River and the Land of Spear Woods, of the Lord of the Land of the said Woods, and of Mackenzie Rogers, and on the West by the Land of the said Rogers and by the said River, which said form or tract of Land is commonly known as the Edmund place, or tract, it being the same which was formerly owned by Nicholas Edmunds in his life time, and the said Kinderd doth hereby acknowledge and defend the title in fee simple to the said Land, to the said Joseph L. Barkham and his heirs forever. But the said tract of Land is granted and conveyed upon the following express conditions, and trusts, and terms other, that is to say, Upon verbal demands made by the said Cope, to the said Kinderd, at any time hereafter for the payment of the said Bond with all interest then due thereon, if the said Kinderd should fail to pay the whole of the same, then the said Barkham or the verbal Order of the said Cope, or his representatives should proceed, after giving twenty days' notice of the sale, to sell the said tract of Land at public auction, for Cash, pay all expenses of survey, to exceed the provisions of this Deed, including the said Francis's legal Consequences, pay all what may be due on the said Bond, principal and interest, to the said Cope, or his representatives, and the balance if any, pay to the said Benj. B. Kinderd. But if the said Kinderd should on verbal demands made by the said Cope, or his representatives, pay to him the whole of the said Debt then due, principal and interest, then this Deed shall be void, but otherwise remain in full force and virtue. Witness the following signatures and Seals, the day and year first written.

Witness-

Benj. B. Kinderd

Joseph L. Kinderd

Benj. B. Kinderd, (Seal)

(Seal)

Southampton County, In the Clerk's Office. Jan 29<sup>th</sup> 1870.  
This Deed of Trust from Benjamin B. Kinderd to Joseph L. Barkham, (Trustee) for the benefit of Benjamin C. Cope, was this day proved by the Clerk of said St. Kinderd one of the Witnesses thereto, and in the Office, on the 30<sup>th</sup> day of Jan 1870, it was further proved by the Clerk of John B. Kinderd, the other Subscribing witness thereto, and admitted to record. Stamps of the Dist. Inv. of the U.S. to the amount of One dollar and fifty Cents, being affixed thereto and duly Cancelled.

Teste,

James D. Tyler, J.C.