

a Justice of the Peace, in and for said County of C. H. Merrill, etc., and Conf. of
 [unclear] whose name appears to the within instrument of writing bearing date April 22nd
 1878, acknowledged the same before me in my County aforesaid.

Given under my hand this 23rd day of April A.D. 1878.
 C. H. Edwards, J.P.

Southampton County, in the County Office May 1st 1878.

That William or Agreement between J. J. Johnson and J. C. Merrill, existing in
 and on the credit of the said Johnson for Supplies in advance, and this day amount
 and together with the certificate there amount, amount to sum.

Wm. Edwards, C. C.

Whereas, J. C. Merrill, mercantile, doing business as such at Franklin,
 Southampton County, Virginia, has become seriously embarrassed by reason of
 owing debts to parties in New York, Baltimore, Norfolk and Portsmouth, and other
 places, which said parties the said Merrill is unable to pay in full; and whereas
 a large majority of the creditors of the said Merrill have assigned their claims
 to a Commission to the several Courts against the said Merrill at thirty (30)
 per cent of their value, under the express condition that the said Merrill will
 convey to said creditors, first, all his real and personal assets, including his
 living stock of goods and merchandise, also certain books and accounts, such
 as are hereinafter fully set forth, and whereas, the said several creditors of the
 said Merrill have agreed and consented by letter, in writing, to J. S. Boone,
 atty. at law, or by certificate to a like effect, that when such a deed of conveyance
 and as it above mentioned, shall have been executed and properly delivered to
 agents, that they will allow the said Merrill found all existing by virtue of
 his former indebtedness, except insofar as the aforesaid deed of conveyance may
 appear to charge and discharge him the said Merrill; and whereas, the said
 Merrill is willing and agrees to execute all of his creditors according to the
 Commission before and hereafter set forth. Also therefore, this deed of trust
 made this 20th day of April 1878, between the said J. C. Merrill of one part
 and John H. Rogers, trustee of the other part, witnesses that in consideration
 of the foregoing promises and one dollar in hand paid, the said Merrill this
 living stock, and every with general warranty, and the said trustee all of
 his personal property of every description, including his living stock of goods
 and merchandise, also, books and other accounts and other evidence of debt,
 and the following and other, to wit: all the interest of the said Merrill is
 a certain tract of land situated in Southampton County, containing 136 acres
 more or less, and bounded by the lands of J. C. Lewis, J. M. Edwards and
 John Bellows and Black River River. The trust and upon the following con-
 censes, to wit: 1st To secure every creditor of the said Merrill for thirty (30)
 per cent of the amount due each of the said creditors, who will accept and
 assign, this deed, and whereas, if it becomes necessary, owing to a discharge
 of the said Merrill in bankruptcy, should this deed not be accepted by
 all of said Merrill's creditors, the 55th of the said indebtedness to be taken
 at by three parts of equal amount, with interest added, payable in nine
 months and fifteen months from this date, and the creditor second party
 to be accounted from a schedule here annexed, marked "A", as a part and
 part of this deed, in which said schedule, names of creditors, amount of
 claims due and amount of conveyance to be given, or should any of