

Sum of twenty five dollars due by note bearing date the 15th day of April 1842 and on demand the same day and also that whereas the said Nathan Barnes and James N Person stands jointly bound as security for the said Benjamin M Barham in a note executed by said Barham and Nathan Barnes and James N Person his securities to David Briggs and son of John L Barham dec^d for the sum of seventy one dollar and fifty cents bearing date the 27th of Decr 1841 and on demand the 25th day of Decr 1842 and the said Benjamin M Barham being serious and willing to secure the payment of the aforesaid note due to the said Nathan Barnes as well as to save harmless the said Nathan Barnes and James N Person from paying or being in any way injured by the said note aforesaid with this day for and in consideration of the premises and for the further consideration of the sum of one dollar to him the said Benjamin M Barham in hand paid by the said James McLemore at and before the making and delivery of these presents the receipt whereof is hereby acknowledged given granted bargained sold and confirmed and by these presents doth give grant bargain sell and confirm unto the said James McLemore and his heirs &c forever the following property to wit all his the said Benjamin M Barham present growing crop of corn fourteen cotton trees &c One Cow one calf and one Berkshire male hog to him the said James McLemore and his heirs and assigns forever but the said Benjamin M Barham doth by these presents for himself his heirs and assigns forever warrant and defend against the claim of him the said Benjamin M Barham his heirs administrators and assigns and against the claim of all and every other person whomsoever. Upon the following trust to wit that the said James McLemore shall suffer the said Benjamin Barham to remain in possession of the aforesaid property until he may receive instruction from the said Nathan Barnes and upon such instruction to sell. It shall be lawful for the said James McLemore to give ten days notice at one or more public places of the time and place of sale and proceed to sell for cash at the residence of said Barham the whole or as much of the crop and other property hereby secured as will be sufficient to pay and discharge the debt due to said N Barnes aforesaid as well as the seventy one dollar hereby secured and out of the proceeds of such sale first pay the expense of recording this deed and all other reasonable expenses attending such sale and then pay to the said Nathan Barnes the amount that may be due on the note before named and him and also pay and discharge the debt due to David Briggs and son of John L Barham dec^d wherein the said Nathan Barnes and James N Persons are bound as security aforesaid and lastly if a surplus should remain after paying and discharging the aforesaid debts and costs pay the same over to the aforesaid Ben^d M Barham or to his order For Testimony whereof the parties have hereunto set their names & seals the day and year first above written -

Signs sealed and acknowledged }

For promisee of us

Ben^d M Barham

James McLemore

N. Barnes

Southampton County For the Clerk Office the 5th day of August 1842

This act of trust between Benjamin M Barham of the first part and James McLemore of the second part and Nathan Barnes of the third part was acknowledged by all the parties thereto and submitted to Record -

Deed L. D. Edwards del