

the checks of Blanks & Dubois in the sums of two hundred dollars each which are to be retained by the said Collin and collected and applied as herein described, with in whole or in part or of all said notes, at which time the said Collin shall take possession of said property and make sale thereof having first given reasonable notice of the time, time & place of such sale and out of the proceeds arising from such sales after paying all expenses incurred by this trust (and a commission of five per cent to said trustee) pay any or all of said notes which shall be unpaid in whole or in part after their or its maturity, with the interest thereon accruing and all expenses of protest &c. incurred by the non payment of either or all of said notes with in whole or in part. But the said Applewhite authorizes the said Collin to take possession of & collect the said checks herein before described, which money when so collected shall first be applied to the payment of the said notes as they may fall due and be unpaid by the said Applewhite - but any failure for any cause to collect said checks shall not prevent the said Collin from taking possession of and making such sale of the other property hereby conveyed, whether default in the payment of either or all of said notes in whole or in part shall be made at its or their maturity and out of the proceeds of such sale make the payments as hereinbefore directed, and the balance if any after making such payments pay over to the said Applewhite or his order.

John C. Applewhite. *[Signature]*

Southampton County. In the Clerk's office, August 30th 1859.

This Deed of Trust was acknowledged by John C. Applewhite, a party thereto, and was admitted to record.

Teste,

L. R. Edwards, C. C.

This Deed made this 31st day of Aug. 1859, between David Kitchen of the 1st part and Luther R. Edwards, trustee of the second part, and Nathl. P. Phillips of the third part, all of this State; that the said David Kitchen do grant and convey to the said Luther R. Edwards and to his Executors and administrators, all his interest in the crops of corn, fodder, peas and cotton with the farm of the said Phillips which is 1/3 of every thing made. In trust to secure at debt due the said N. P. Phillips for the sum of seventy five dollars & 43 cents due by him to the said 31st day of August 1859 (and carrying interest from date) and the said Kitchen warrants the title of said interest in the crop aforesaid to the said L. R. Edwards & assigns.

Witness the following signatures and seals.

David Kitchen *[Signature]*
N. P. Phillips *[Signature]*

Southampton County. In the Clerk's office, August 31st 1859.
This Deed of trust was acknowledged by David Kitchen & N. P. Phillips, parties thereto and was admitted to record.

Teste,

L. R. Edwards, C. C.