

172

Garner T. J.  
to 3d and 4th  
Barkley Jesse

This Indenture made on this 8 day of June A.D 1863 between Thomas J. Garner of the County of Pasquotank and State of North Carolina of the first part and Jesse T. Barkley of the County of Northampton and State of North Carolina of the second part. Witnesseth that whereas the said Thomas J. Garner is justly indebted to the said Jesse T. Barkley in the sum of Eight hundred and one dollars and ten cents as on reference to a certain bond bearing even date with these presents will more fully appear and whereas the said Thomas J. Garner is honestly desirous to secure the payment of said debt now therefore this indenture witnesseth that for and in consideration of the sum of one dollar to the said Thomas J. Garner in hand paid by the said Jesse T. Barkley the receipt whereof is hereby acknowledged in full he the said Thomas J. Garner has granted bargained and sold and by these presents doth grant bargain and sell unto the said Jesse T. Barkley all his right title and interest in the following negro slaves to wit Moses, Sally Hannah & Susie and child, being my undivided interest in the estate of Mary Garner deceased, to him the said Jesse T. Barkley his heirs and assigns forever in Special Trust and Confidence, nevertheless the said Jesse T. Barkley shall and will hold keep use and apply the same to the use and intent following and no other, that is to say that if the aforesaid debt and every part thereof together with the lawful interest that may have accrued on the same, shall not be paid off and satisfied on or before the 25<sup>th</sup> day of December 1864 then and in that case it shall be lawful and shall be the duty of the said Jesse T. Barkley when required by the said Thomas J. Garner having first advertised the same at the Court House and three other public places in the County of Northampton for the space of twenty days to proceed to sell the interest of the said Thomas J. Garner at public auction to the highest bidder for ready money and convey the same by proper and sufficient securities to the purchaser and out of the proceeds arising from said sale to retain all the necessary expenses of this trust and also the amount of the aforesaid bond and legal interest or such part thereof as shall remain unpaid and the overplus if any he shall faithfully return to the said Thomas J. Garner his executors and Administrators. In testimony whereof the said parties to these presents do hereunto set their hands and seals to this instrument the day and year first above written.

Witness  
J. T. Barkley, R. H. Garner

Thomas J. Garner  
Jesse T. Barkley

Northampton, County Court Clerk's office, July 2<sup>nd</sup> 1863.  
A Tax of one dollar is paid to the County Court Clerk. - The Deed in Trust, the execution of which proved in the County Court Clerk's office, before the subscriber, this 2<sup>nd</sup> day of July 1863 on oath by R. H. Garner, a subscribing witness thereto, let the Deed in Trust with this certificate be registered. This Deed in Trust came to hand July 2<sup>nd</sup> 1863 and was then registered on that day.  
Nicholas Peebles C. Register.

Peebles M. W. adm.  
to 3d Deed  
Smallwood M. W.

This Indenture made and entered into this the 11<sup>th</sup> day of October 1862 by and between M. W. Peebles, Administrator of William T. Josey, deceased, of Northampton County, and State of North Carolina, of the first part, and M. W. Smallwood of Northampton County and State of North Carolina, of the second part. Witnesseth, that pursuant to a decree or order of the Court of Pleas and Quarter Sessions for the County of Northampton aforesaid made and obtained at the September Term 1862 of said Court, in the case therein then pending entitled M. W. Peebles, Administrator of W. T. Josey, deceased, against John Allen Josey et al, after giving twenty five days notice of the time and place of sale at the Court House door in the town of Jackson and three or more other public places in the County of Northampton, the said M. W. Peebles, Administrator as aforesaid, did on the 11<sup>th</sup> day of October 1862, attend at Richsquad and offer at public auction to the highest bidder the largest tract of land in the pleadings mentioned, on a credit of six months, with interest from the day of sale, when and where the said M. W. Smallwood became the last and highest bidder for the same in the sum of twenty six hundred and twenty four dollars and complied with the terms of sale. Therefore, for and in consideration of the premises and the aforesaid sum of money secured to be paid (the receipt of which security is hereby acknowledged) the said M. W. Peebles, Administrator as aforesaid, hath granted, bargained and sold, and by these presents doth grant bargain and sell unto the said M. W. Smallwood

from Ric  
Corner pri  
N 78 W  
supposed  
N 57 po  
poles to  
centre o  
leading  
poles, M  
849 1/4  
poles to  
land in  
to the de  
loid off  
to and  
that he w  
so far as  
and reg  
as afore  
1863.  
W  
A La  
provid  
by M  
regist  
Martin Jeff  
to 3 Dec  
Debate J.  
considera  
the said  
-ined an  
Debate  
of Nor  
by the l  
and Carr  
Aves.  
thencun  
-ever. e  
and Adm  
his heir  
to sell the  
hereby w  
the said  
person or  
set his ha  
Signed  
of which is  
Clerks of