

herein before mentioned, or such part as may remain due and unpaid, together with the interest thereon lawfully accruing, and the Costs and Charges necessary for effecting the purposes aforesaid, and the surplus if any, the said Elisha Arnold Jr, shall pay to the said Josiah R. Willis or his legal representative. In testimony whereof the said Josiah R. Willis and Elisha Arnold Jr, have hereto set their hands & seals the day and year above written.

Josiah R. Willis  
Elisha Arnold Jr.

At the Clerk's Office of Franklin County Court the 21<sup>st</sup> day of May 1834  
This Deed of Trust from Josiah R. Willis to Elisha Arnold Jr., for the purposes herein expressed, was acknowledged by the said Josiah R. Willis and Elisha Arnold Jr, and admitted to record.

Teste, Gubb Tate, C. J. C.

This Indenture made and entered into this 1<sup>st</sup> day of June in the year of our Lord One thousand eight hundred and thirty four, between Robert Hairston of the County of Franklin and State of Virginia of the one part, and Robert T. Woods and Samuel Hairston Jr. of the other part, Witnesseth, that whereas Samuel Hairston and Henry T. Callaway stands bound as the Security of the said Robert Hairston, in a note executed by him to the Virginia Bank at Danville in the sum of One thousand five hundred dollars, due and payable the day of 183, and whereas also the said Samuel Hairston stands bound as the security of the said Robert Hairston in a bond executed by them jointly the day of 18, and payable the day of 18, to a certain Thomas Williams for the sum of Nine hundred Dollars; and whereas also Peter Hairston of the County of Henry and State aforesaid, stands also bound to the said Thomas Williams as the security of the said Robert Hairston, in a bond executed by them jointly to the said Williams for the sum of Two thousand Dollars, due and payable the day of 18, and the said Robert Hairston being willing and desirous to secure and save harmless the said Samuel Hairston and Henry T. Callaway, Samuel Hairston, and Peter Hairston in their securityships aforesaid; Now this Indenture therefore Witnesseth, that the said Robert Hairston for and in Consideration of the premises aforesaid, and also the sum of One dollar to him in hand paid by the said Robert T. Woods and Samuel Hairston Jr, the receipt whereof is hereby acknowledged, hath given, granted, bargained and sold, and by these presents doth give, grant bargain and sell unto the said Robert T. Woods and Samuel Hairston Jr. the following real and personal estate to-wit, One tract or parcel of Land, lying and being in the County aforesaid on the waters of Big river, and containing Three hundred & 43 acres, being the same Land purchased by the said Robert Hairston of Jno. Kemp, the boundaries whereof may be seen by reference to the Deed made by said Kemp to Hairston; One other tract or parcel of Land in said County, adjoining his other Lands on Turner's Creek containing One hundred and thirty six acres, patented to the said Hairston on the day of , and also and other tract or parcel of Land

containing two hundred and seventy six acres, commonly called the  
 Ferguson tract, the boundaries whereof may be seen by reference to a  
 Deed executed by William Ferguson to the said Hairston, and recorded  
 in the Clerks Office of the County Court of Franklin, also the following  
 negroes to wit, Dick, Moses, Ross, Luce, Judy, Mary, Grey, Isabel,  
 Epperson, and Maria, 30 head of Cattle, 7 head of Horses, One hundred  
 head of Hogs, 20 head of Sheep, all the Stock of Seather, hides, tools and  
 implements of trade, and other things belonging, or in any wise apper-  
 taining to the law yard of the said Hairston in the County aforesaid,  
 One set of Blacksmiths tools, 2 Chuggons & One set of gear, and all  
 the household and Kitchen furniture of every description, whatsoever  
 To have and to hold to them the said Robert T. Woods and Sam<sup>l</sup> Hairston  
 Jun<sup>r</sup>. their heirs &c forever. Upon trust nevertheless, that if said Rob<sup>t</sup>  
 Hairston his heirs &c shall well and truly pay off and satisfy the debts  
 aforesaid, due the Bank of Virginia at Danville, and Thomas Williams  
 Claim of the County of Franklin, on or before the 25<sup>th</sup> day of Decem<sup>r</sup>  
 1834, so that no loss or damage shall accrue to the said Samuel  
 Hairston & Henry T. Callaway, Samuel Hairston, and Peter Hairston  
 then this Indenture to be void; But should the said Robert Hairston  
 or refuse to pay the debts aforesaid due the said Bank of Virginia  
 at Danville, and Thomas Williams on the said 25<sup>th</sup> day of Decem<sup>r</sup>  
 next, then it shall and may be lawful for the said Woods and Ha-  
 ston or either of them, their heirs &c after advertising the time and place  
 sale for one month previous thereto, proceed to sell at the dwelling  
 house of the said Robert Hairston, the said and personal property afo-  
 said, to the highest bidder for Cash, and out of the monies arising  
 from such sale pay and satisfy to the said Samuel Hairston & Hen-  
 ry T. Callaway, Samuel Hairston, and Peter Hairston, such sum or  
 sums of money, as they or either of them, may have had, or may have  
 to pay, on account of their security aforesaid, secondly the balance  
 incident to carrying this trust into effect, and the balance, if any  
 pay to the said Robert Hairston or his legal representatives, and the  
 Robert Hairston doth by these presents Covenant and agreed to warrant  
 and forever defend, the right and title of the above named real and  
 personal estate to the said Woods & Hairston trustees as aforesaid  
 their heirs &c forever, against the Claim or Claims of himself, or  
 all and every person or persons whatever. In witness whereof the  
 said Robert Hairston and the other parties hereto, have hereunto set  
 their hands and seals this day and year first above written.

Signed sealed & Delivered  
 in presence of —

Robt. Hairston

At the Clerks Office of the County Court of Franklin the 2<sup>d</sup> day of Jan<sup>r</sup>  
 This Deed of trust from Robert Hairston to Robert T. Woods and  
 Samuel Hairston Jun<sup>r</sup> for the purposes herein expressed, was acknow-  
 ledged by the said Robert Hairston and admitted to record.

Teste. Galib Sale, C. J. 76