

Costs - And Whereas the said Spencer M. Ball, has agreed to become the security of the said W. W. Ball, on two Judgments which were rendered, in the Circuit Superior Court for the County of Fairfax, at the November Term 1849, against the said W. W. Ball. One in the name of Thomas Phillips, for the sum of Two hundred Dollars with Interest and Costs, the other in the name of Amos and Uhler for One hundred Dollars with Interest and Costs, And whereas there are other liabilities of the said Spencer M. Ball as security for the said W. W. Ball, which are not herein specified and particularly set forth (but which it is equally the intention of this Indenture to indemnify and secure) And the said W. W. Ball, being willing and desirous to secure the payment of the aforesaid Notes with the Interest which may accrue thereon, to the said Spencer M. Ball, and his heirs, and as well as to indemnify and save harmless the said Spencer M. Ball, by reason of his security ship as aforesaid, in preference to all Creditors whatsoever of the said W. W. Ball - And whereas the said W. W. Ball is indebted to E. R. Ford in the sum of One hundred and two dollars and fifty three Cents, evidenced by the Note of the said W. W. Ball to the said E. R. Ford, of even date with this Indenture with Interest from date, And to Nelson Conrad in the sum of One hundred and seventy two Dollars and ten cents, evidenced by his note to the said N. Conrad, bearing date the 15th day of the present month, with Interest from date; which said debts with the Interest, accruing thereon he is anxious to secure next in order to the debts and liabilities of the said Spencer M. Ball; And whereas the said W. W. Ball, is indebted to sundry other persons, in various sums not now recollected, which said debts he is desirous also to secure -

Now therefore this Indenture, Witnesseth, that for and in consideration of the premises as well as for the further consideration of one Dollar in hand paid by the said Wmth H. Dulany to the said W. W. Ball, the receipt whereof is hereby acknowledged, he the said W. W. Ball, has given granted, bargained and sold, and by these presents does give grant, bargain and sell, unto the said Wmth H. Dulany, his heirs Exors. Admors. or Assigns, all the Interest of the said W. W. Ball, in the Estate of the late Doct. Mottrom Ball, deceased - real personal and mixed, Consisting of One undivided third part thereof - Also the following Property viz. One negro woman named Belinda, all his stock of every description, horses, cows, sheep, hogs household and kitchen furniture, and farming utensils of every kind and description whatsoever - To Have and To Hold, the said hereby granted or intended to be hereby granted property, unto the said Wmth H. Dulany, his heirs and Assigns forever, free from the claim or claims of him the said W. W. Ball, and of all ^{and every other} person or persons whatsoever - Upon Trust, nevertheless, for the following uses and purposes and none other, to wit, to permit the said W. W. Ball, to remain in peaceful possession of such property as he has in possession, and to enjoy the profits thereof without account, until a sale becomes necessary under this deed, and then upon this further Trust that the said Wmth H. Dulany, shall as soon as he may be requested by the Creditors secured by this deed sell the aforesaid Property, or so much thereof as may be sufficient for the purpose of Satisfying such debts, paying due regard to the priority of the said several Creditors hereby secured - And shall out of the proceeds of such sale, discharge the various debts hereby secured in the following order; 1st The said Trustee shall pay off and discharge all the debts due the said Spencer M. Ball