

596 of said tract in and for the sum of One hundred and fifty Dollars to me paid in hand the Receipt of which being acknowledged by said Margaret or his heirs or assigns do seem as if the said Margaret give a Bond for the same to the above tract of Land then and in that case this obligation shall be null and void otherwise of force and virtue at Law signed this Day & date above written

George M. Gardner

Be it known that on this Day before me the State of Texas the undersigned Authority personally appearing George M. Gardner and acknowledging that he signed the within Bond for the purposes therein contained and Committed



Given under my hand and official seal this 9th Day of August 1852

Geo. E. Wroughton

The State of Texas Be it known that I John C. ...
 County of Hopkins ...
 Considerations to me making as well as the sum of five Dollars to me in full for hand paid by Robert Margrave of said State and County for some good and valuable thing is hereby acknowledged have this day bargained sold and conveyed and by these presents do bargain sell and convey unto the said Robert Margrave the following described property to wit one Negro Boy named Eli aged about twenty two years of light complexion black hair and dark eyes and one Negro Woman named Nancy aged about twenty years of dark complexion large size of the body Eli also has one child named one a child named Emma aged about five years the other named Polly aged about twenty year of dark complexion also has one child named a girl named Cora aged about three years the other aged about nine months past named which said Agnes S. Mount was in body and mine and have for life to have and to hold unto him the said Robert Margrave and his assigns forever free from redempcion here and legal representation for the use and benefit hereafter to be made and set forth in writing which I have hereunto set my hand and seal using the seal for seal this 11th day of July A.D. 1852 the true intent and meaning of the above obligation is such that whereas Thomas H. Davis of said State and County holds a Note upon me for the sum of One Thousand and Eighty Dollars dated the 27th day of June A.D. 1851 and due one day after the date thereof and the said Davis being willing to grant me some indulgence upon said note and being desirous to cause the said Davis in the faithful payment of the same as to be held in trust for the use and benefit of the said Davis and improving Authority and binding the said note of

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Expiration of six months after the date here upon the application of
 the said Davis his agent attorney his Executor or Administrator previous to
 notes here has not been previously paid to sell said property or a sufficient
 thing to pay said note and all interest and all cost and charges Con- 597
 upon the Execution of the said trust at the Court house here in the town
 of Varran in said County to the highest bidder for Cash in hand at such
 an Auction first given at least twenty days notice of the time and place of
 said sale by posting up written advertisements at three of the most public
 places in the County and other Court House rooms of said County
 and said trust is hereby authorized and empowered in case of a sale of
 any or all of the property above described to make and execute to the purchaser
 a good and sufficient deed or title to the same It is agreed however that
 the property above described is to remain in my possession until the Centenary
 shall be deemed necessary by said trustee to take possession of the same to protect
 it from any loss or abuse in which event he is authorized to take it
 into immediate possession holding the same for the use and purpose
 herein contained and non other in case of a sale of the said property
 by said trustee for the purpose herein set forth the money arising from
 said sale a sufficient part to be applied to the payment of the cost
 and expenses of the execution of this and of Credit here to the payment
 of said note the balance if any to be paid over to me John R. Hargrave
 this trust to remain in full force until the payment of said
 note shall be fully made either by me or by said trustee out of the
 proceeds of said property in case of the payment of said note by me
 without a sale of said property upon filing the same with the Clerk
 of the County Court of Hopkins County in whose Office this will
 be recorded he shall enter satisfaction upon the margin of his deed
 which he takes in full discharge of this deed and trust and in
 case of a sale of the property as herein provided the trustee shall pay
 to said Clerk the amount paid whereas shall be entered as of account
 as a credit upon the same all of which is fully understood
 agreed to by all parties this the day and date above written
 Attest John R. Hargrave

Wm. C. Houghton
 The State of Texas) Be it known that this day before
 County of Hopkins) me the undersigned authority person
 appeared John R. Hargrave and acknowledges that he
 signed the within article for the purposes therein contained &
 Expired as written my hand and official Seal August 7th
 Day A. D. 1850 Wm. C. Houghton
 Chief Justice #62