

This Indenture

Lipscomb.
Trust Deed

Brand

made this day of March some seven
thousand eight hundred and twelve, Between Vancey Lipscomb & Elizabeth
of the County of King William of the one part, and Charles Carter Page of
County and John Page and Patrick Anderson of Hanover County of the other
all of the state of Virginia. Witnesseth that the said Vancey Lipscomb & Elizabeth
his wife, for and in consideration, of the sum of one dollar to each of them in hand
paid by the said Charles Carter Page, John Page and Patrick Anderson, the receipt
whereof is hereby acknowledged by the said Vancey Lipscomb and Elizabeth his wife
and the said Charles Carter Page, John Page and Patrick Anderson are therefore
and discharged, and for other good and legal causes and considerations, the said Vancey
Lipscomb and Elizabeth his wife therunto moving, have granted bargained and sold
by these presents do grant bargain and sell unto the said Charles Carter Page, John
Page and Patrick Anderson, the three following tracts or parcels of land, to wit: one
granted by the Commonwealth of Virginia to the said Vancey Lipscomb in the year
One thousand seven hundred and eighty six, and of the said Commonwealth the county
under the hand of Patrick Henry esq. then Governor of the said Commonwealth
which grant was by virtue and in consideration of part of a military warrant num-
ber eighty two, issued the thirty first day of december one thousand seven hundred
and eighty two, the said tract or parcel of land containing One thousand acres
by survey bearing date the twentieth day of June One thousand seven hundred
and eighty five lying and being in the district set apart for the officers and soldiers
of the Virginia State line on the north side of Tongue River, the boundary begins
on the Bank of the River where the line between Virginia and North Carolina
crosses it, the boundary of which land will fully appear by a reference to the
said survey or grant. Another tract or parcel of land granted by the Commonwealth
of Kentucky to the said Vancey Lipscomb, in the year One thousand seven hundred
and ninety eight, on the twenty third day of April and of the said Commonwealth
the county under the hand of James Garrard esquire then Governor of said Commonwealth
which grant was by virtue and in consideration of part of a military warrant num-
ber eighty two, the said tract or parcel of land containing also One thousand acres by
survey bearing date the twenty seventh day of October One thousand seven hundred
and ninety six, lying and being in the district set apart for the officers and soldiers
of the Virginia State line on the south fork of Kings Creek called by the name of

three Acres in a bottom, upper corner of a tract of land
the boundary of which tract will fully appear by reference to the
survey or grant; and an other tract or parcel of land being and being in the
of King William containing by estimation four hundred nineteen and an half
be the same more or less being that tract or parcel of land conveyed by James
and Judith his wife of the county of Sussex and William Dabney and Elizabeth
wife then of the county of King William to the said Nancy Lipscomb by deed of
bargain and sale bearing date the first day of January One thousand eight
hundred and two, on which land the said Nancy Lipscomb now resides, the boundaries
of which will appear by reference to said deed which is of record in the county
of King William To have and to hold the said several tracts or parcels of land
with all and singular their appurtenances to the said Charles Carter Page
Page and Patrick Anderson their heirs and assigns to the only proper use and
 behoof of the said Charles Carter Page, John Page, and Patrick Anderson
heirs and assigns for ever. And the said Nancy Lipscomb and Elizabeth
for themselves and their heirs do hereby warrant and well by their present
deed defend the right and title of and to the said tracts or parcels of land and
carry of them to the said Charles Carter Page, John Page and Patrick Anderson
their heirs and assigns for ever. But this Indenture is upon trust for the
my purposes nevertheless, to wit: that whereas the said Nancy Lipscomb
justly indebted to Benjamin Oliver Junr and Benjamin Brand
and description of Oliver and Brand in sundry sums of money, to wit:
a judgment of the county Court of King William rendered at August
last of said Court in favour of said Oliver and Brand against said
the sum of nine hundred and sixty six pounds twelve shillings and
pence to be discharged by the payment of four hundred and eighty
six shillings and five pence half penny with interest thereon at the rate of
centum per annum from the fifth day of June eighteen hundred and
dollars and twenty five cents for the costs of said suit. One by a promissory
Nancy Lipscomb and James Nunn to Judith White in the sum of
bearing date the twenty eighth of March eighteen hundred and one
payment of fifteen pounds on the first of January eighteen hundred and one
which bill is assigned by the said White to the said Oliver and Brand
a final Bill of said Nancy Lipscomb and Daniel Lipscomb to the said Oliver and Brand
in the sum of fourteen pounds for the payment of seven pounds on the
first day of January eighteen hundred and eleven, which bill is assigned
said Oliver and Brand. One by a final bill of said Oliver and Brand
to said Oliver and Brand in the sum of fifty pounds eight shillings and six pence

... hundredth of May...
... twenty eight shillings and five pence on demand; And by
Vancey Lipscomb to said Oliver and Brand... date the eighteenth day
... hundred and twelve in the sum of forty five pounds nine shillings and
pence for the payment of twenty eight pounds four shillings and eight pence
penny on demand. And whereas the said Vancey Lipscomb is justly indebted to
Benjamin Oliver singly and unconcerned with the said Brand, by David Kearney
the eighteenth day of March eighteen hundred and twelve in the sum of forty five
pounds nine shillings and eight pence for the payment of twenty pounds nine shillings
and ten pence on demand: which said several sums of money with interest, agreeably to
said judgment and obligations on which they are respectively due, the said Vancey
Lipscomb is willing hereby more fully to secure to the said Oliver and Brand and to
said Benjamin Oliver Item 2. Now therefore if the said Vancey Lipscomb his heirs
or administrators shall fail to pay the said several sums of money with interest
and costs as aforesaid or either of them or any part thereof to the said Oliver and
their executors, assigns or assigns, or to the said Benjamin Oliver or his executors, assigns
or assigns, agreeably to their respective claims as aforesaid, by the eighteenth day of September
next, then the said Charles Carter Page, John Page and Patrick Anderson, or
either of them, their executors or administrators shall at any time after the said eighteenth
day of September next when requested by the said Oliver and Brand or either of them
their executors or administrators sell the said tracts or parcels of land at public sale
for ready money at some public place in the city of Richmond or one or more of the
said tracts of land or so much thereof as may be sufficient to pay and satisfy the
said Oliver Brand and the said Benjamin Oliver Item the amount of said debts
with interest as aforesaid or so much thereof as may be due and unpaid at the time
of said sale, and as may be sufficient to defray the costs and charges of carrying the
said into effect, including a reasonable commission for the Trustees aforesaid,
or such of them as may act in the said sale, they having first advertised the time
and place of the sale of said property, four weeks in some news paper published
in the City of Richmond, and with the money arising from the sale thereof, the
said trustees shall first pay and discharge the costs and charges attending this
sale, and then pay to the said Oliver and Brand and the said Benjamin Oliver
their executors or assigns their debts aforesaid with interest and costs of said
judgment, or so much thereof as may be then due, and the surplus of any the
said pay to the said Vancey Lipscomb or his heirs, executors, administrators or assigns.
But it is nevertheless hereby understood and agreed by said Lipscomb and Obligations
that the said trustees, and the said Oliver Brand and the said Benjamin Oliver
do hereby give Trusts, that if the said several sums of money or either of them or
any part thereof shall be due and unpaid after the said eighteenth day of September
next, then the said Vancey Lipscomb, Benjamin Oliver and

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purpose aforesaid, or to give execution under the said deed, or to perform
 on the obligations aforesaid, that whatever power may be given
 said deed of Trust or the said judgment and decree, shall be inserted to be
 shall be applied, first, towards the discharge of the said obligation, and then
 said judgment, and it is also hereby understood and agreed by the parties
 and by the said Justice of the Peace, that if this deed should be inserted to pay
 of the said lands, the said Trustees shall first make sale of the two tracts of
 acres each herein first mentioned, and should the money arising from said sale
 be insufficient to satisfy the claims, with interest and the costs and charges of
 they shall then make sale of the other tract in the County of King William
 or as much thereof as may be sufficient therefor. And it is hereby covenanted
 agreed by and between the parties hereto, that as soon as the several debts
 before mentioned, and the interest and costs due thereon, or may become due,
 be fully paid off and satisfied, then this deed shall cease, be void and of no
 as fully and in the same manner as if a deed of release had been executed
 property herein conveyed. And the said Charles Carter Page, John Page
 Anderson, do for themselves their heirs, executors and Administrators
 now and agree to and with the said Nancy Lipscomb and Elizabeth
 the said Clever and Brand and the said Benjamin Smith their heirs,
 Administrators to execute the trust hereby reposed in them the said
 ably to the true spirit, intent and meaning thereof. In Witness
 the said Nancy Lipscomb and Elizabeth his wife, and the said
 Page, John Page and Patrick Anderson do hereunto set their hands
 their seals this day and year first herein written.

Signed, Sealed and delivered

in presence of

Wm Cunningham

Thomas Dabney

Geo. Dabney

Jno C. Pollard

Nancy Lipscomb

Charles C. Page

John Page

Patrick Anderson

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At a Court of monthly session held for King William County
 in Monday the 27th of July 1813.

This indenture or trust deed from Nancy Lipscomb to
 John C. Page and Patrick Anderson, was filed as to the
 by the said Wm Cunningham, Thomas Dabney and
 Geo. Dabney, notaries public, and was acknowledged by the