

15 August 1843

Berryman to Berryman - Deed of Trust

Use of William J. Weir &c.

Deed Book 18, page 47

An indenture made this the 14th August in the year one thousand eight hundred and forty three between Alexander Berryman of the County of Prince William and State of Virginia of the first part, Thomas N. Berryman of the same county and state of the second part, William J. Weir, Benoni E. Harrison, William A. Lane as the next friend of Elizabeth G. Berryman and William A. Berryman who are under the age of twenty one years and John Gibson of the third part. Whereas the said Alexander Berryman is justly indebted to William J. Weir by note under seal for upwards of one hundred dollars (\$100) the precise amount will appear by the face of the note held by the said Weir to Benoni E. Harrison by ---ment obtained in the county court of Prince William on a claim transferred to him by the late firm of Evans and Fewell, the amount of which will appear by reference to the records of said Court to William A. Lane as next friend of my infant children. Elizabeth G. Berryman and William A. the sum of one hundred for repairs & bound myself to put on the Mill House race &c. in the County of Prince William belonging to my said infant children under the will of their grand father William Asmore deceased, and one hundred annually first for the year 1844 for 1845 for 1846 and for 1847 which I also bound myself to pay the said Lane as next friend of my said children to aid in their support and education the contract referred to as being entered into with the said Lane was for the following consideration to wit. I being the guardian of said children appointed by the county court of Prince William and executor of the last will and testament of my deceased wife Elizabeth G. Berryman, and my security both in the bond I gave as guardian and as executor as aforesaid being dead the said Lane caused a rule as the next friend of my said two children to be served on me for additional security, and being unable to give such as would be satisfactory and not having settled either my guardianship or executor account and being willing to do what I consider justice to my children & agree with the said Lane that if he would dismiss said rules I would enter into the contract herein before referred to, To John Gibson the sum of five dollars the payment of all of which said sums the said Alexander Berryman is willing and desirous to secure: Now this Indenture witnesseth that for an in consideration of the premises, and for the further consideration of the sum of one dollar in hand paid by the said Thomas N. Berryman the receipt whereof is hereby acknowledged he the said Alexander Berryman, doth by these presents, grant, bargain and sell and convey to the said Thomas N. Berryman his heirs and assigns all the right title and interest he has under the will of the late Elizabeth G. Berryman for the space of five years to a certain tract or parcel of land situate in the county of Prince William, which was purchased for the use and benefit of my deceased wife Elizabeth G. Berryman of a certain Stephen French and for a more accurate description of said tract or parcel of land reference is made to the deed executed by the said French and of record in the office of the County Court of Prince William and the said Alexander Berryman doth further bargain and sell to the said Thomas N. Berryman and his assigns all the right title and interest he has in and to one gray horse and one horse cart, now in the possession of the said Alexander Berryman.

Upon Trust witnesseth that the said Thomas N. Berryman his heirs and assigns shall permit the said Alexander Berryman to remain in quiet and peaceable possession of the said tract or parcel of land till the expiration of the present year with the premises thereto attached unless he the said Thomas N. Berryman should be required by any of the before named creditors to wit him the said Alexander Berryman, but in any event the rent issues and profits are to be received by the said Thomas N. Berryman or his assigns, and at the expiration of the present year, the said Thomas M. Berryman is to rent out the said tract of land for the balance of said term of five years, annually, or for the whole portion of the unexpired term at his discretion and the proceeds arising from such renting or leasing, as well as whatever may arise from the sale of the interest of the said Alexander Berryman to the horse and cart hereby bargained and sold, which latter interest may be sold with the agent of the said Alexander Berryman at anytime upon ten days public notice at the front door of the Court House of the County aforesaid, but without such agent said sale is not to be made till the expiration of the present year, and then upon the notice for cash, The said Thomas N. Berryman his heirs executors administrators shall after satisfying the expenses thereof and all other expenses attending the execution of this trust, pay to the creditors of the said Alexander Berryman herein before named, first to the said William A. Lane as next friend of the infant children herein before named the sum of one hundred dollars to be expended in repairing the Mill before mentioned according to the contract made by the said

Alexander Berryman, and then the residue to be applied to the payment of the other debts herein mentioned (rateably?) according to their respective amounts.

In testimony whereof the parties to these presents have hereunto set their hands and seals this the day and year first before written. Signed, sealed and delivered in the presence of us. Edward D. Fitzhugh, Lawson Rector, and John L. Hawkins.

Alex Berryman (seal)
Thomas N. Berryman (seal)

In the Clerk's office of Prince William County Court August 15, 1843. The deed of trust from Alexander Berryman to Thomas N. Berryman (for the benefit of Wm. J. Weir & others) was proved by the witnesses thereto and admitted to record.

Teste, J. Williams C.C.