Negotiable and payable at the Bank aforesaid, And Whereas for the purpose more effectually securing the payment of the said principal debt and the interest thereon half yearly in manner aforesaid according to the tenor of the promissory note above referred to the said Robert H Bowie doth hereby covenant and agree to execute these presents Now This indenture Witnesseth that in consideration of the premises and of the sum of five dollars lawful money of the United States to the party thereto of the first part paid by the parties of the second part to these presents at or before the sealing and delivery hereof the receipt whereof is hereby acknowledged the said Robert H Bowie doth grant bargain and sell alien enfeoff and convey unto the said Robert Mullen and Philip E Thomas and the survivor of them and the heirs and assigns of the survivor all and singular the lots of ground pieces and parcels of land and premises situate and lying in Prince George County aforesaid belonging to the said Robert H Bowie and constituting the farm or plantation whereon he now resides containing one hundred and fifty acres of land and comprising the entire landed estate devised to the said Robert H Bowie by his father Robert Bowie late of Prince George County deceased, together with all and singular the buildings and improvements on said lands erected made or being and all and every way the rights privileges appurtenances and advantages to the said belonging or in any wise appertaining and the reversions and reversions remainder and remainders rents issues and profits thereof and all the estate right title interest in trust property claim and demand whatsoever both in law and equity of the said Robert H Bowie of in unto and out of the same To have and to hold the said described lands farm and plantation hereby granted and conveyed or meant mentioned or intended

to be and every part and parcel of the same with the rights privileges advantages and appurtenances thereto belonging or appertaining unto the said above named Robert Mullen and Philip E Thomas and the survivor of them and the Heirs and assigns of the survivor to the only proper use and behoof of the said Robert Mullen and Philip E Thomas and the survivor of them and the Heirs and assigns of the survivor forever, Provided always and these presents are made upon this condition and it is hereby declared to be the true intent and meaning hereof and of the said parties hereunto that if the said Robert H Bowie his Heirs Executors or administrators or any of them do and shall well and truly pay or cause to be paid unto the said Robert Mullen and Philip E Thomas as Trustees under the Will of the above named Joseph Thomburg appointed pursuant to the said Will the aforesaid sum of twelve thousand dollars on or before the 1st day of October 1856 according to the tenor of the promissory note given therefor and hereinbefore referred to and also do and shall in the mean time and until pay the legal interest of said principal sum half yearly according to the tenor of the above promissory Note so as aforesaid given therefor and all known before referred thereto then this Indenture and every clause to and thing herein contained shall cease determine and be absolutely void anything herein before contained to the contrary in any wise notwithstanding But if default shall be made in the payment of the aforesaid interest half yearly or the said principal debt when due then these presents are declared to be in trust and the said and premises by these presents conveyed intended to be are hereby declared to be held for the uses intents and purposes hereinafter mentioned expressed and declared of and concerning the same that is to say In trust that the said parties hereto of the second part or the survivor of them, or the Heirs or