This Indenture, made and entered into this 24th day of Feb. in the year of our Lord one thousand eight hundred and thirty eight, between John Gripps of the county of Jefferson, State of Virginia, of the first part and Ch. B. Harding of the County and State aforesaid of the second part. Whereas the said John Gripps has entered into a Bond to Richard Williams, Special Commissioner under a decree of the Circuit Court, of Jefferson, for the purchase of a negro man named Davy, in the sum of Thirty six Dollars, with Thomas Brotherton and William H. Gripps as Securities in said Bond, and desires to secure the said Bond, Brotherton and William H. Gripps has agreed to give this Deed of Trust. Now this Indenture Witnesseth, that the said John Gripps for and in consideration of the premises, and also for and in consideration of the sum of one Dollar current money of the 1st had paid by the said Ch. B. Harding to the said John Gripps at or before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged by the said John Gripps, has granted, bargain, sold, and by these presents doth grant, bargain, sell unto the said Ch. B. Harding, all the right, title, interest, and claim which I have in the said negro man Davy, to have and to hold the said negro man Davy to the said Ch. B. Harding his heirs, executors, administrators, assigns forever, in trust, for the following use, intent and purpose, and in manner that is to say, if the said John Gripps shall fail to pay the said debt to the said Richard Williams, then the said Ch. B. Brotherton and Wm. H. Gripps be compelled to pay the same then and in that case, authority hereby given to the said Ch. B. Harding at the request of the said Ch. B. Brotherton and Wm. H. Gripps to sell at public auction the aforesaid negro man to the highest bidder, for ready money, having previously advertised the time and place at least three weeks in some newspaper printed in the county, and the money arising from said sale shall first apply to the discharge of all reasonable expenses attending the execution of this trust, including the usual commission to said Trustee, and then to the discharge of the said debt, interest, costs, if any, which the said Ch. B. Brotherton and Wm. H. Gripps may be put to, and the residue if any there shall be, shall pay over to the said John Gripps his heirs, executors, administrators, assigns forever. But should the said John Gripps pay the said debt with all interest thereon, then this Indenture is to be cancelled and of no effect and the said John Gripps for himself, his heirs, administrators, assigns, hereby warrant and defend forever unto the said Ch. B. Harding, the said negro man against the claims and demands of all persons whatsoever. In testimony whereof the said parties have hereunto set their hands and sealed this day and year aforesaid.

John Gripps

Ch. B. Harding

in the presence of:

John Gripps

Ch. B. Harding

1838