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This Indenture, made and entered into this 21<sup>th</sup> day of Feb. in the year of our Lord one thousand, eight hundred and thirty eight, between John Griggs, 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 Griggs has entered into a Bond to Richard Williams, Special Commissioner under a decree of the Circuit Sup. 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. Griggs as Securities in said Bond. and desirous to secure the said Thos Brotherton and William H. Griggs has agreed to give this Deed of Trust. Now this Indenture witnesseth that the said John Griggs, for and in consideration of the premises, and also for and in consideration of the sum of one Doll. current money of Va. in hand paid by the said Ch. B. Harding to the said John Griggs, at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by the said John Griggs, has granted, bargained, sold, and by these presents doth grant, bargain, sell, unto the said Ch. B. Harding, all the right title, inter-

est and claim which I have in the said negro man Davy. To Have and to hold the said negro man Davy to the said Charles B. Harding, his heirs, executors, admrs. or assigns forever. In Trust, for the following use, intent and purpose, and no other, that is to say, if the said John Griggs shall fail to pay the said debt to the said Richard Williams, or should the said Thos Brotherton and W. H. Griggs be compelled to pay the same then and in that case, authority is hereby given to the said Ch. B. Harding, at the request of the said Thos Brotherton and W. H. Griggs, 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 aforesaid debt, interest & costs, if any, which the said Brotherton & Griggs may be put to, and the residue if any there, shall be, shall pay over to the said John Griggs, his heirs, exors. admrs. or assigns. But should the said John Griggs pay the said debt, with all interest thereon & costs, then this Indenture is to become void and of no effect and the said John Griggs, for himself, his heirs, & administrators doth 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 seals this day and year aforesaid.

Signed, sealed & delivered in the presence of

John Griggs 