

DEED JOSEPH HARLAN & JAMES W. HARLAN TO STAPLES & MARTIN

DEED OF TRUST 10 November 1854

ALBEMARLE COUNTY

DEED BOOK:

PAGE NO:

PLANK RD.

THIS DEED made the 10 day of November 1854 Eighteen Hundred Fifty Four Between JOSEPH HARLAN & JAMES W. HARLAN of the first part. CHARLES A. SCOTT of the second part - THOMAS STAPLES AND JOHN T. MARTIN partners trading under the firm and style of STAPLES & MARTIN AND JOHN D. MOON, JR. All fo the County of Albemarle and State of Virginia.

Witnesseth that whereas the said JOSEPH HARLAN AND JAMES WHITE HARLAN are indebted to the said STAPLES & MARTIN in the sum of FOUR THOUSAND AND SEVEN HUNDRED AND NINETY THREE 13/100 DOLLARS as per their BOND dated September 7th 1854 on demand. With interest from the 1st Sept. 1854 more fully appears and the said JAMES W. HARLAN being further indebted to the said Staples & Martin as security for his son JOHN B. HARLAN in the sum of NINE HUNDRED AND SEVENTY EIGHT 72/100 DOLLARS as per BOND OF JOHN B. HARLAN AND JAMES W. HARLAN dated September 2, 1854 on demand with interest from 1st Sept. 1854 and subject to a credit of EIGHT HUNDRED DOLLARS November 10, 1854 more fully appears and whereas the said JOSEPH HARLAN AND JAMES W. HARLAN are indebted to JOHN D. MOON, JR. in the sum of FIVE HUNDRED DOLLARS, as per their BOND dated 28th August 1849 payable twelve months after date with interest from date subject to a credit for the amount of interest accruing thereon up to 28 th August 1853 more fully appears, and the said JAMES W. HARLAN in the sum of ONE HUNDRED DOLLARS as per his bond dated and due April 7, 1852, subject to a credit of TEN DOLLARS paid in 1852 more fully appears; and the said JAMES W. HARLAN AND JOHN B HARLAN (SECURITY) as per their Bond dated August 28th, 1854 on demand for THREE HUNDRED AND THIRTY DOLLARS more fully appears and the said JAMES W. HARLAN being further indebted to the said JOHN D. MOON, JR. AS SECURITY for his son JOHN B. HARLAN in the sums herein after named. (amounting in principal to NINE HUNDRED FIFTY ONE 30/100 DOLLARS) for which said sums the JOHN D. MOON, JR. has a Deed of Trust bearing date (as believed) On 14th February 1853 and of record in Albermarle County upon a certain piece of land of the said JOHN B. HARLAN lying on HARDWARE RIVER AND CONTAINING 127 ACRES more or less and which the said JOHN D. MOON, JR. covenants and agrees to exhaust or apply as payment towards these said debts for which the said JAMES W. HARLAN is security for the said JOHN B. HARLAN before enforcing this deed that is in the sum of THREE HUNDRED DOLLARS as per Bond of JOHN B. HARLAN, B. M. PERKINS AND JAMES W. HARLAN dated January 27, 1852, payable in six months after date with interest from date more fully appears in the sum of THIRTY DOLLARS, as per Bond of JOHN B. HARLAN AND JAMES W. HARLAN dated October 4, 1852, on demand more fully appears; and in the sum of SIX HUNDRED TWENTY ONE 30/100 as per Bond of JOHN B. HARLAN AND JAMES W. HARLAN dated February 14, 1853 and payable twelve months after date more fully appears; and the said JOSEPH HARLAN AND JAMES W. HARLAN finding it necessary to obtain of the said STAPLES AND MARTIN further advances in money or goods or both before the payments of debts above mentioned or before the closing of this deed. All of the debts above mentioned as due to the said Staples and Martin and JOHN D. MOON, JR. as well. Debts contracted and due to

Staples & Martin on open account since the first of September 1854 and also debts that may accrue and be due to them the said Staples & Martin previous to the closing of this Deed to the amount of sum of THREE THOUSAND DOLLARS. The Said JOSEPH HARLAN AND JAMES W. HARLAN are willing and des-ireous to secure.

For and in consideration of the premise and for the further consideration of the sum of One Dollar in hand to them paid by the said Charles A. Scott the receipt whereof is hereby acknowledged they the said JOSEPH HARLAN AND JAMES W. HARLAN have given, granted, bargained, and sold and by these present do grant, bargain and sell unto him the CHARLES A. SCOTT his heirs or assigns the following real and personal property to wit:

One piece or parcel of land in the County of Albemarle bounded by THE PLANK ROAD, THE LANDS OF JOHN H. COLEMAN AND OTHERS UPON WHICH THE SAID JOSEPH HARLAN AND JAMES W. HARLAN NOW RESIDED CONTAINING TWO HUNDRED AND TWENTY FIVE ACRES, more or less.

One other piece or parcel of land not fardistant from the above adjoining the lands of JAMES HANMER AND OTHERS CONTAINING FORTY-FIVE ACRES more or less and the following male and female slaves viz:

WILLIS, HARRY, NELSON, LEWIS, MORGAN, JASPER, DAVID, JACOB, JOSEPH, WILLIAM, SOLOMAN, GEORGE, CHARLES, MARTHA, ALIZA, FANNY, ELIZA, FANNY (AGAIN), LOUISA, MOSELLA, MARTHA, MARTHA (AGAIN), MELINY, HELEN AND ROSANNA AND all their future increase to have and to hold the said lands and slaves unto him the said CHARLES A. SCOTT his heirs, Executors or assigns free and clear of the claim or claims of all and every person or person whatever. Upon trust nevertheless and then upon this condition that the said CHARLES A. SCOTT shall and will permit the said JOSEPH HARLAN AND JAMES W. HARLAN to remain in quiet and peace-able possession of the land and slaves hereby conveyed and all the profits and amoluments? for their own use and benefit until payment of the debts herein and hereby secured shall be demanded or required by the said Staples & Martin or JOHN D. MOON, JR. and upon this further consideration that if default be made in the payment of the aforesaid claims due by Bond or Bonds aforesaid to the Staples & Martin & John D. Moon, Jr. as well as any other advances accrued or that may accrue and be due to said Staples & Martin whether in money, goods or otherwise previous to the closing of this Deed then and thereupon it shall be the duty of the said CHARLES A. SCOTT his heirs, Executors or assigns, when required by the said Staples & Martin or John D. Moon, Jr. to proceed to sell the land or land and slaves aforesaid or so much thereof as may be necessary first having advertised the same for thirty days in some newspaper printed in Scottsville or Charlottesville, fixing the place of sale at his discretion at public Auction for cash and out of the proceed thereof first having paid the coast of this trust shall pay the said Staples & Martin and John D. Moon, Jr. their respective debts with all interest accruing thereon as herein provided and the remainder to the said JOSEPH HARLAN AND JAMES W. HARLAN, their heirs or legal representatives.

In witness whereof the parties hereto set their hand and seals this day and year above written

Witness

JNO. B. HARLAN

JOSEPH (HIS MARK) HARLAN

JAMES W. HARLAN

State of Virginia Albemarle County Court

I James W. Mason a Justice of the Peace for the County aforesaid in the State of Virginia do certify that JOSEPH HARLAN AND JAMES W. HARLAN whose names are signed to the within writing bearing date on the 10th of November 1854 have acknowledged the same before me in my said county.

Given under my hand this 10th day November 1854

J. W. MASON, JR.

In the Clerks Office of Albemarle County Court November 13, 1854

This deed was presented to me in said office and being duly certified was thereupon admitted to record.

Teste

G. W. GARRETT, D.C.