Thomas C Jones to Hy. Gurley

This Indenture made this thirteenth day of December in the year one thousand eight hundred and twenty by and amongst Thomas C Jones of Murfreesborough (N.C.) of the first part James D. Massenburg of the second and Henry Gurley of the third part witnesseth that the said Thomas C. Jones in order to secure the payment of the following debts that is to say one Note executed by him under date the tenth day of May eighteen hundred and twenty for two hundred and seventy five dollars and payable twelve months after date in current money of Virginia one debt due by note to Sipe Parker the first day of January eighteen hundred and twenty one and other note executed to John Deck under equal date with these presents and payable the first day of October eighteen hundred and twenty one (to each of which last mentioned Notes the said James D Massenburg is bound as security and moreover to secure the said James D Massenburg in all and every case in which he either has or may become security to the said Thomas C. Jones for the payment of any bill note bond debt or dues whatsoever But more particularly for and inconsideration of one dollar to him the said Thomas C. Jones in hand paid by the said Henry Gurley at and before the unsealing of these presents the receipt whereof is hereby acknowledged He the said Thomas C. Jones hath granted bargained and sold and by these presents doth grant bargain sell alien and confirm unto him the said James D Massenburg his heirs and assigns forever a tract of land containing one hundred and fifty acres and bounded by the lands of wiles Mrs [illegible] James D Massenburg and the Estate of Agrippa Stith decd also the following slaves to wit Sal Dick and Louiza with all and singular the appurtenances in any manner belonging to the premises and the further increase of the said slaves to him the said Henry Gurley and his heirs and assigns forever upon the following Trust to wit. That if default shall be made by the said Thomas C. Jones in the payment of either or of all the above mentioned Notes or bonds as they severally become due that then it shall be the duty of him the said Henry Gurley so soon as he is requested in under the hands of the said James D Massenburg or of his heirs Executors administrators or assigns giving due Notice by advertisement in the usual way of the time and place of sale (that of the lands to be in the neighbourhood of the premises and of the slaves in such place as convenience may dictate proceed to sell the said lands and slaves or so much as may be necessary to pay and satisfy the said debt or debts or so much as may be due and if at any time there shall be any surplus remaining in the hands of the said Henry Gurley he shall retain the same in hands to meet any subsequent default and if after paying and satisfying all of said Notes Bills Bonds debts or dues and satisfying and discharging all expenses incurred under this Trust