

APR 1839 between Estlin
vs John Danson of the County of Kent

Delivered To

Edw Harris

This Indenture made and entered into this the 10th day of January 1839 between John H. Harrison of the County of Southampton & State of Virginia except John H. Harrison who is of the County of King State of North Carolina. Whereas the said Edwin S. Hart stands justly indebted to the said Edwin Harrison in the sum of Seventy two dollars and Thirteen Cents as follows to wit: to the said Edwin Harrison in the sum of Seventy two dollars and Thirteen Cents by bond bearing date the 21st day of January 1839 and to the said John H. Harrison in the sum of Seventy two dollars and Thirteen Cents by bond bearing date the 20th day of September 1838 and whereas also the said Edwin Harrison stands bound as security for the said Edwin S. Hart in the following cases to wit: to a bond due John D. Hart for the sum of five hundred and seven dollars and 7/100 on demand the 6th day of September 1838 to a bond due Anthony M. Howell for the sum of one hundred and eighty eight dollars seventy three Cents on demand the 21st day of January 1839 and to a bond due Robert Warrick for the sum of Twenty seven dollars and sixty six Cents on demand the 12th day of September 1838. and one bond on account of John B. Harrison for Seventy dollars due the 1st day of November next with Interest from the 21st day of February 1839 and the said Edwin S. Hart being willing and desirous to secure the payment of the debts due the said Edwin Harrison and John D. Hart respectively as well as to indemnify and save harmless the said Edwin Harrison from all loss or damage what ever in consequence of his security the said Edwin S. Hart hath agreed to convey the property hereinafter mentioned unto the said Henning J. Smith in trust to be sold for that purpose, to wit: Therefore this Indenture Witnesseth That the said Edwin S. Hart for and in consideration of the premises as well as for the further consideration of the sum of one dollar to him in hand paid by the said Henning J. Smith at or before the executing and delivery of these presents the receipt whereof is hereby acknowledged hath granted bargained and sold and doth by these presents grant bargain and sell unto the said Henning J. Smith his ~~heir~~ Executors ~~admirors~~ and assigns forever the following Slaves which he the said Hart holds in full sample to wit: man Tony woman Nancy girl Estelle his interest in the following other Slaves which were allotted to his wife as dower in the estate of her former husband Richmond Dilard to wit: men Joe, Bob, George, Joseph, & Charles & Daniel & Phillis likewise Three horses all his Stock of hogs cattle & sheep five peach trees & pear trees and all his household & kitchen furniture and farming utensils of every description. To have and to hold the Slaves aforesaid conveyed in full sample and his interest in these held by him as the dower of his wife and her former husband's estate and the increase of the persons of the said Slaves together with the debt aforesaid and its increase and all the other property herein before conveyed unto him the said Henning J. Smith his Executors administrators and assigns upon the following trust and condition That is to say That the said Henning J. Smith shall permit the said Edwin S. Hart to retain possession of the said property and take the hire and profits thereof to his own use until it shall be the pleasure of the said Edwin Harrison and John D. Hart or either of them or the Court or either of them or assigns of either of them to collect the debts herein before mentioned due them respectively or the said Edwin Harrison or either of them shall cause to be released from his responsibility as security to the debts herein before specified and if the said Edwin S. Hart when required by the said Edwin Harrison & John D. Hart or either of them or the Court or either of them shall fail to pay them or either of them the debt or debts herein before mentioned due them respectively and legal interest thereon and the cost attending this Indenture or shall when so required by the said Edwin Harrison & John D. Hart or either of them fail to pay and discharge the debts herein before mentioned for which the said Edwin Harrison gave security and all interest due thereon and entirely release & exonerate the said Edwin Harrison from all responsibility therefore: It shall and may be lawful for the said Henning J. Smith being thereunto requested by the said Edwin Harrison & John D. Hart or either of them or the Court or either of them to make sale of the property herein before conveyed to him at public auction for Cash having fixed on the day and place of sale at his own discretion and given reasonable public notice thereof and out of the moneys arising therefrom first pay and satisfy the debt and interest thereon and expenses attending said sale and then conveyance thereof pay and satisfy the debt and interest herein before mentioned due the said Harrison & Dart or either of them or the Court or either of them or assigns of either of them or such part of the said debts or either of them as may be due them then pay and satisfy the debt aforesaid herein mentioned for which the said Harrison is the said Hart was