

## Deed, Joseph Davis & Jacob Harrell to John Foster, 25 September 1830

Wythe County Deed Book 11, pp. 510-512, Wythe County, Virginia

Davis & Harrell

To } T. Deed

Foster

for L. Straw

Ex'd

*Recorded 25 September 1830*

This Indenture made this 25<sup>th</sup> day of September in the year of our Lord one thousand eight hundred and thirty Between Joseph Davis & Jacob Harrell of the county of Wythe and state of Virginia of the one part, and John Foster of said County & State of the other part Witnesseth that whereas Leonard Straw has this day become bound as the security of said Davis & Harrell in a forthcoming Bond executed by them to Henry Hoppess Jr in the sum of one hundred & twenty eight Dollars & fifty three cents the payment of which with interest & the costs that may accrue by motion on s'd bond s'd Davis & Harrell are willing and desirous effectually to assure & secure & save harmless said Straw as their security. This Indenture therefore witnesseth that the said Harrell & Davis in consideration of the premises aforesaid as of one Dollar to him in hand paid by the said Foster the receipt whereof is hereby acknowledged the said Harrell & Davis have granted bargained and sold, and by these presents do grant bargain and sell unto the said Foster the following property, to wit, all the interest of said Harrell in about seventeen acres of land which descended to his wife as one of the heirs of John Davis dec'd, also all his interest in the Dower of the widow of said John Davis she being dead also all his interest in a house & lot which belonged to the estate of said John Davis which interest of said Harrell in the property aforesaid is a life estate in the said 17 acres of land and a life estate in one tenth part of the dower & the lot & house aforesaid. Also the following property of said Davis a piece or parcel of land the property of said Davis being the same whereon he now lives supposed to contain about forty or fifty acres with the appurtenances. To have and to hold the said interest or & land with appurtenances to the said Foster and his heirs, to the sole use and behoof of the said Foster and his heirs and the said Harrell & Davis for themselves and their heirs the said property with its appurtenances, to the said Foster and his heirs, against the claim of them the said Harrell & Davis and their heirs, and all other persons whomsoever, shall, will, and \_\_\_ by these presents warrant and forever defend. In trust, nevertheless, that if the said Harrell & Davis their his heirs, executors or administrators do and shall well and truly pay, or cause to be paid, to the said Hoppess \_\_\_ heirs or assigns, the amt. of said bond Int. & costs so soon as a judgment is obtained thereon together with the expenses of drawing and recording this Indenture, then, and in that case, this Indenture, and every thing herein contained shall become void and of no effect: But if the said Harrell & Davis shall fail to pay the said sum of money, or any part thereof, on or before the obtaining judgment. On s'd bond then it shall be lawfull for the said Foster and full power and authority is hereby given him to proceed to sell the said property with its appurtenances, so soon after the obtaining of judgment. On s'd bond as

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he may be requested by the said Straw at public auction, for ready money, to the highest bidder at Wythe Courthouse & front door thereof the property of said Harrell to be sold first & if not sufficient then Davis's having previously advertised the time and place of sale at least one month by a written advertisement posted at the front door of Wythe CH. And the proceeds of such sale after paying thereout all the expenses attending the execution of this trust, including a commission of five per cent on the amount of sale to the said Foster as Trustee, for his trouble in executing the same, shall be applied by the said Foster towards the discharge and payment to the said Straw any money he may have paid or s'd judgment with interest, or so much of said sum with interest, as may remain unpaid. And in further trust, that until such sale shall be made, it shall be lawful for the said Harrell & Davis and their heirs to hold and occupy the said granted property and premises, and to take and receive the rents, issues and profits thereof, to them and their own proper use and benefit, and also that the said Harrell & Davis their heirs, executors, or administrators, will pay and discharge all taxes, impositions, assessment, and other charges whatsoever which may or shall become chargeable thereon, during their possession thereof. And the said Foster doth covenant on his part, that he will faithfully execute the trust hereby reposed in him. In testimony whereof the parties hereunto have to these present set their hands and affixed their seals, the day and year first in this Indenture written.

Signed, Sealed and acknowledged }

Jacob Harrell {Seal}

In presence of

Joseph (his X mark) Davis {Seal}

John Foster {Seal}

Virginia. In the Clerks Office of Wythe County Court 25 September 1830. This deed of trust was acknowledged by Joseph Davis & Jacob Harrell. And in said office 28 September 1830 the same was acknowledged by John Foster and admitted to be recorded.

Test

J. P. Mathews Cl