Day
to
Irving &
Ux

This Indenture made this 17th day December 1844 between Solomon Day of the first part Joseph H Irving of the second part and Jane H. Garland of the third part and all of the County of Amherst— Whereas the said Solomon Day is indebted to the said Jane H. Garland in the following Sums to wit:- in the Sum of one hundred Dollars due and payable on the 1st day of January 1845 for the rent of the plantation on which the said Day now resides for the year 1844— also in the Sum of one hundred Seventeen Dollars due and payable the 25th day of December 1844— all of which Sums are evidenced by bonds— which debts it is the wish and desire of the said Day to secure & provide for their payment.— Now this Indenture Witnesseth that for and Consideration of the Sum of five dollars to the said Solomon Day in hand paid, the receipt of which is hereby acknowledged— he the said Solomon Day hath granted bargained and Sold and by these presents doth grant bargain Sell & deliver to the said Joseph H Irving the following property to wit:— all the Crop of Corn, Oats, tobacco fodder and hay made by the said Day the present year— also three milch Cows and one yearling— four horses: Viz: two grey mares— one large bay horse & one brown horse— one Road Waggon & one plantation, " way or " Six pair of gear,— three feather beds, Steads & furniture,— Seven chairs, one Clock— one Desk— one table, all the plates & Dishes & other the house hold property of the said Day.— also all his kitchen furniture, Consisting of Pots ovens &c also all his plantation tools, Consisting of two big ploughs— one double Shove plough— three Single Shovel ploughs one Harrow, Two old negroes by name of Lucy & Ben, and all the rest of the household & kitchen furniture and plantation tools not herein particularly enumerated

To Have and to Hold the property aforesaid together with its increase to the only use & behoof of the said Joseph H. Irving his heirs and assigns forever— Upon this trust That the said Joseph H. Irving shall permit the said S. Day to remain in possession of the property aforesaid untill default be made in the payment of the debts aforesaid herein mentioned and hereby intended to be secured— And upon such default it shall be the duty of the said Irving at the Request of the said Jane H. Garland after having given ten days notice of the time, terms & place of Sale, sell to the highest bidder for Cash all or so much of the said property as may be necessary to pay the debts hereby provided for and the costs and Charges of executing this trust— and out of the proceeds of such Sale to pay said debts & Costs— But if the said Day shall well and truly pay said debts & costs, then this Indenture to be void, otherwise to remain in full force & virtue— Witness our hands & Seals the day & year first written

Solomon Day (Seal)

(Seal)

(Seal)

In the Clerks Office of Amherst County Court the 17 day of December 1844.
This Deed of Trust was produced & acknowledged by by Solomon Day a party thereto & admitted
to Record