

Jonathan Haynes Issued Deed of Trust to Litle Hickerson for the Iron Works Tract in 1827

It appears that Jonathan Haynes was in financial trouble, and the sheriff had taken possession of his land and slaves. The court issued a decree that he was to pay his debts, and four men acted as securities that he would do so. As collateral, Haynes put up four tracts of land totaling 1,520 acres and eleven slaves. Of particular note, one tract was referred to as "Allen's old iron work place". If Haynes paid his debts as directed, Litle Hickerson would transfer the property back to Haynes.

This is my best guess at what this document means, but I'm open to the interpretations of others. The Surry County Court of Equity records might hold the key to this case. However, if these records exist at all, they aren't available on microfilm between 1825 and 1855. We can hope that the originals are available at the Archives in Raleigh. Below is an edited transcription of the document.

Surry DB T, p96-7

Jonathan Haynes deed ot trust to Litle Hickerson

5/15/1827

Whereas Chambers C. Patterson hath obtained a writ of sequestration against the estate of the said Jonathan Haynes from the honorable Court of Equity of Surry County and whereas the profits of him the said Jonathan hath been taken into possession by the sheriff of Surry County persuant to said decree until he gives security in \$1,000 to abide by a decree of the honorable court to be made therein, and whereas in order to relieve the said Jonathan Haynes in the matter aforesaid,

William Martin, John Roberts, Alfred Martin, Thomas D. Kelly have become the security to the said bond given by the said Jonathan Haynes ... (and that he) is willing and anxious that he said securities should be perfectly safe and sound, harmless from all injury they might sustain in consequence of their said undertaking as securities. ...

Know all men that I Jonathan Haynes the above considerations me thereunto moving and for the further consideration of \$1 to me in hand paid by Litle Hickerson at is before the sealing of

these presents, the receipt of which the said Jonathan doth thereby acknowledge, hath given granted ... (and) sold ... unto the said Litle Hickerson the following tract ... to wit,

640 acres of land lying in the county of Surry on the Yadkin River and by Elkin River beginning at the mouth of the Big Elkin (N with Elkin, W to Wilkes line, S, E, S, then E with river), called Allen's old iron work place. *[JMD: This was David Allen's original iron works tract land grant.]*

Also 640 acres beginning at a birch Salathiel Martin's corner on north side of Elking Creek (NE, N, W, then S to beginning) also part of the Allen Iron Works 80 acres of land on North Deep Creek beginning at a white oak on the creek bank, (N, W, S, W, S, then down the creek to the beginning) being close to the house (Kouse?) tract. *[JMD: It's not clear whether the 640 acres or the 80 acres is referred to as "part of" the iron works. Geographically, it must be the 640 acres, but the wording and lack of punctuation makes it seem like the 80 acres is part of the iron works. The 640 acres was David Allen's original grant.]*

Also 160 acres south side of North Deep Creek by a poplar on a Meeting House branch, (S, NW, W, N to North Fork of Deep Creek, to branch, then to beginning).

To have and to hold the said tracts of land conveyed on hereby intended to be conveyed to him the said Litle Hickerson and his heirs forever. ... And for the further consideration of \$1 and addition to the above consideration, the said Jonathan Haynes hath ... (sold) unto the said Litle Hickerson aforesaid the following negro slaves, to wit: Sam, Matt, Will, Dave, Dick, Surge, Kate, Edy, Matilda, Harly, Syton heretofore for some days in the custody of the sheriff of Surry County is have and to hold to him and his heirs forever. ...

Nevertheless that if said Jonathan Haynes shall well and truly, and at the time he may be required by a decree of the Court of Equity, pay up all such sums and shall be due, owing, or decreed against him, then at suit and shall in all things save he said security harmless of all damage arising to them from the said securityship, then the said Litle Hickerson to execute a recoveryance of the above profits to the said Jonathan Haynes and that he shall occupy and use the land, but if hereafter the said securities shall become anxious as to their said securityship and they or either of them shall give notice in witness to Litle Hickerson, the trustee in the _____, then it shall be in the power and the duty of the said Litle Hickerson, the trustee, to make demand of or take into the possession of said negroes and the said land. And if a decree shall hereafter be made against the said Jonathan Haynes and the securities aforesaid in the said

suit, then if that case it shall be the duty of Litle Hickerson the said trustee to advertise the negroes aforesaid and the land aforesaid on so much thereof as he shall deem necessary for the payment of said sum for which said securities are so liable _____ first the negroes and best land if necessary, first advertising the same 40 days at four public places in the county of Surry ... (to sell property, and) it shall be the duty of said trustee to pay such sums of money as the said securities may be liable for at the time of sale, also the said securities may not have paid money themselves and the balance of the money remaining in the hands of the trustee after satisfying the trust and paying the expenses thereof he shall immediately pay unto Jonathan Haynes on the undersigned, sealed and delivered in presents.

James R. Dodge, jurat

Jonathan Haynes

T. D. Kell

Litle Hickerson

Surry County May term 1827 the execution of the within deed of trust was duly proven in open court by the oath of James R. Dodge, one of the subscribing witnesses thereto and ordered to be registered.