

350 The following articles, I David R. Murray being of Sound Mind and disposing memory do declare to be my will as far as they shall apply to my affairs.

- Examined (1) Nothing found among my papers heretofore written shall be regarded as my will nor considered as valid.
- (2) My two Son John Allen Murray and David R. Murray Jr are hereby fully clothed with power and authority to carry into Execution and completion all contracts of whatever nature that may exist at the time of my demise, and to make all conveyances of any property or lands that may be bargained to be sold at that time. whenever purchasers shall have complied with the terms of sale and chose — contracts with shall have fulfilled their part of the contracts.
- (3) I will ^{that} my wife Anna Maria Murray shall have the income from my Coloco Ware House & my Store House in Doverport during her life and shall have immediate possession and control thereof at my death, Also the income from a Thousand dollar Louisville City School Bond, which I possess, during her life, and at her death the principal shall become a part of my estate. She shall also have all the household and Kitchen furniture, books, Maps, pictures and the like, which she may retain or she may dispose of as much of the same as she may choose, as she may prefer, either by gift or sale.
- (4) I bequeath in fee simple to my daughter Margaret A Scott a certain tract of land containing 22 1/2 acres, lying on Dover Creek above the new seat of Dover lots near Doverport which was allotted to her from her Mothers estate and was conveyed by her to me, by deed dated 19th of February 1861 and of record in the Office of the Breckinridge County Clerk. This provision for my daughter Margaret shall not deprive her of her interest in my estate with my other heirs but it made only as an additional gift to her.
- (5) Any provisions herein made for my wife Anna Maria Murray shall not deprive her of right of dower to my estate.
- (6) I give to the Doverport Presbyterian Church, the use of the House now occupied by them for worship as long as they shall desire to use the same as such, or as long as they remain in connection with the General Assembly of the Presbyterian Church in the United States of America, they shall have the privilege of making such repairs to the building as they choose.
- (7) Any accounts that may be charged, or notes that I may have against my Sons John Allen, Eli Weston, Logan Lovinsides, and David Rodman, where they do not exceed One thousand dollars (\$1000) against each of them my four Sons, without interest, shall not be taken into account in the distribution of my estate. Only the sum over One thousand dollars each without any interest from the advancement, or creation of the debt, shall be accounted against them —
- (8) The residue of my estate, after the provisions herein before set forth shall be carried into effect, shall descend to my children and be distributed to them equally and my wife Anna Maria Murray shall be entitled to her dower in all my estate as the Laws of Kentucky provide.
- (9) In the absence of any further provision upon the

subject of my general estate, my wife Anna Maria Murray, having the right to administer, may do so without bond or security.

In testimony whereof, I have hereunto set my hand and seal this 8th day of February 1871-

David R. Murray (Seal)

signed sealed and acknowledged
in the presence of

John W. Raitt
A. B. Skillman

I David R. Murray being of sound mind and disposing memory, do make and publish this codicil to my last will and testament which I have heretofore made in the presence of John W. Raitt and A. B. Skillman on the 8th day of February 1871-

Codicil

Being satisfied that many of the charges made against my four sons, John Allen, Eli Hutton, Logan Coville, &c. David Rodman were during their minority and ought not to be considered as advancements, therefore I without the disposition to change the other parts of my will as regards my widow and the other heirs, give to each of my above named four sons the additional sum of One thousand dollar each, making it Three thousand dollar each instead of Two thousand dollar as published in section 7 of my will above referred to, which said sum is to be taken out of my general estate before the same is distributed by virtue of this will and under the laws of Kentucky.

In testimony whereof I have hereunto set my hand and seal this the 7th day of May 1871-

David R. Murray (Seal)

signed sealed and acknowledged
in the presence of

John W. Raitt
A. B. Skillman

State of Kentucky

Breckinridge County Court } ss.
James B. Barm

June 19th 1871-

A Writing purporting to be the last will and testament of David R. Murray so named was this day produced in open Court and proved according to law by the oath of John W. Raitt one of the subscribing witnesses thereto, and adjudged by the Court to be the true last will and testament of the said David R. Murray so deceased, and ordered to be recorded.

V. Orange Lock
Breckinridge County Court