

seal execute and deliver a cause or procure to be made done
 sealed execute and delivered to the said Josiah Taylor and Joseph
 McDill their heirs executors administrators and assigns all
 and every such further and reasonable acts and things devices
 conveniences and assurances in the Law whatsoever for the further
 better and more perfect and absolute granting bargaining
 selling assigning releasing confirming conveying and
 joining all and singular the said premises real and perso-
 nal in every part and parcel thereof unto the said Josiah
 Taylor and Joseph McDill their heirs executors admini-
 strators or assigns or by them or either of them their or either
 of their counsel learned in the Law shall be reasonably
 advised or required In trust nevertheless and to and
 for the several uses intents and purposes hereinafter
 expressed and declared of and concerning the same that
 is to say all and singular the said property real and
 personal to the said Josiah Taylor and Joseph Mc-
 Dill their heirs executors administrators assigns or
 successors In trust to and for the sole use benefit and behoof
 of her the said Sarah Dill her heirs executors administrators
 and assigns untill the solemnization of the said intended
 marriage between the said Joseph B Rivers and Sarah Dill
 and from and after the solemnization of the said intended marriage
 then in trust during the joint lives of the said Joseph B Rivers
 and Sarah Dill to and for the sole and separate use benefit and
 behoof of her the said Sarah Dill and to suffer and permit
 her the said Sarah Dill to have and take and receive the
 interest issue income and profits in any manner arising
 therefrom to and for her own sole and separate use and benefit
 as if she were a feme sole and unmarried and without
 being in any manner subject to the debts contracts
 control or engagements of the said Joseph B Rivers
 And should the said Sarah Dill survive the said Joseph
 B Rivers then from and after the death of the said Joseph
 B Rivers in trust to and for the sole and separate use and benefit
 of her the said Sarah Dill her heirs executors
 administrators or assigns freed and forever discharged
 from all further and other trust and should the said

The
 de
 the
 he
 pay
 of
 the
 an
 no
 n
 me
 the
 or
 pe
 Jo
 n
 n
 ac
 ca
 fa
 of
 fr
 up
 by
 ter
 on
 fa
 an
 pa
 n
 ni
 pe
 co
 pe
 the
 or
 co
 pe

Joseph Blowers survive the said Sarah Dill then from and after the death of the said Sarah Dill Interest to and for such person or persons and their heirs executors or administrators and for such estate or estates as she the said Sarah Dill in and by her last Will and Testament or any paper purporting to be a last Will and Testament sign in the presence of three Witnesses shall and shall limit direct specify and approve the said Sarah Dill die before the said Joseph Blowers without having first duly made and executed her last will and testament a paper purporting to be her last will and testament as aforesaid and should the said Sarah Dill die before the said Joseph Blowers intestate as to the property real and personal or any part or parts thereof herein conveyed or covenanted to be conveyed or intended or to be, then in trust that is to say the said property real and personal personal or such part or parts thereof of which the said Sarah Dill should have died intestate before the said Joseph Blowers in trust to and for the sole use benefit and behoof of such person or persons who shall be entitled thereto as in a case of intestacy according to the act of the General Assembly of this State commonly called the act abolishing the rights of primogeniture and for the Settlement of Intestate Estates and the several acts of Assembly thereunto amendatory freed and discharged from all further and other trusts. And for the consideration aforesaid it is mutually covenanted promised granted and agreed by and between the several parties to these presents that from time to time and at all times hereafter notwithstanding her said intended marriage it shall and may be lawful to and for the said Sarah Dill and full and absolute power and authority are herein and hereby reserved and given to her to make publish and declare her last Will and Testament in writing on any paper purporting to be her last Will and Testament in the presence of three Witnesses of and concerning all the property real and personal herein and hereby conveyed and covenanted to be conveyed and any part or parts thereof to such person or persons and for such Estate or Estates as she may think proper in the same manner and to the same extent as if she were a free sole and unmarried, and it is further mutually covenanted to be conveyed and any part or parts thereof to such person or persons and for such Estate or Estates

and agreed by and between the parties to these presents that it shall and may be lawful to and for the said Josiah Taylor and Joseph McDill or the survivors of them and their successors or successors as Trustees or as aforesaid from time to time and at all times hereafter when and as often as may be thought proper by and with the advice and consent of the said Joseph B. Rivers and Sarah Dill expressed in writing to take collect and receive the moneys due on the said Bonds and each and every of them and to sell and dispose of all and singular the other property real and personal and any part or parts thereof and the money thence arising to reinvest in such property real or personal as may be thought most beneficial and advantageous and the same again to sell and dispose of and to reinvest when and as often as may be thought proper subjects always nevertheless and to and for the same uses intents and purposes herein before expressed and declared of and concerning the same And it is mutually covenanted promised granted and agreed by and between the parties of these presents that it shall and may be lawful to and for the said Joseph B. Rivers and Sarah Dill in and by their deed under their hand and Seal executed in the presence of two Witnesses when and as often as may be thought proper by and with the advice and consent of the said Josiah Taylor and Joseph McDill or the survivors of them or their successors or successors or should there be no acting nominated Trustee then alive without such advice and consent to constitute nominate and appoint another Trustee or Trustees in the place and stead of the said Josiah Taylor & Joseph McDill or either of them their or either of their successors or successors as Trustee or Trustees or as aforesaid and the successor or successors or Trustees Trustesses as aforesaid last constituted nominated and appointed shall and will possess and enjoy all and singular the rights powers privileges and authorities and be subject to all the duties and responsibilities of the original Trustee or Trustees And the person or persons formerly Trustee or Trustees in whose place or stead such new Trustee or Trustees may be appointed

shall be further herefrom forever exempted and discharged
In witness whereof the said parties to these presents have
hereunto interchangeably set their respective hands and seals the
day and year in that behalf first above written Signed sealed
and delivered in the presence of Robert Rivers Taylor +
Wm McLouton, Jo B Rivers, Ed Sarah Dill, Josiah Taylor
Ratto R Carter made oath that he was present and saw
Jo B Rivers Sarah Dill Josiah Taylor sign seal &
deliver the within instrument of writing for the use and purposes
therein mentioned and that he together with Wm McLouton
witnessed the same, own to before me this 20 November
1826 W G Armstrong N.P.
Recorded Nov^r 20, 1826

The State of North Carolina, This Indenture made at
Charleston the fourteenth day of October in the year of our Lord
One thousand eight hundred and twenty six, Between Benjamin
Simon Smith of the one part and William H Gilliland Trustee of
the other part, Whereas a marriage is intended to be shortly
had and solemnized between the said Benjamin Simon
Smith and Martha H Long and it is the desire of the said Benja-
min Simon Smith that the personal property hereinafter speci-
fied to which he is at present entitled and the possession of which
he now enjoys should be settled to and for the use and purposes
hereinafter mentioned, Now know all men by these presents
that the said Benjamin Simon Smith for and in consideration
of the premises and also for and in consideration of the sum of
Five Dollars to him in paid at and before the sealing and
delivery of these Presents the receipt whereof is hereby
acknowledged hath granted bargain sold assigned and
delivered by these Presents doth grant bargain sell assign
and deliver unto the said William H Gilliland all or singular
the following property to wit A negro Woman Slave
named Mary aged about twenty eight a thirty years and
her Children to wit Lenah aged nine years Sam aged
about four years and Jim aged about two years also
the following outbills, to wit —

One Dozen Straw bottom fancy chairs one Dozen Windsor
 chairs One mahogany stuffed sofa Three Venetian
 blinds Two Carpets and one rug Five pictures one pair of
 square foot lamp, Two Chimney Ornaments Two pair
 Shovel and tong Two pair Andirons One Fender One
 etz grant Looking Glass Two Brass bins for do. One brass
 pins for blinds Two pair Bellows Two Heart Brushes
 One set Drawers with brass knobs One set ditto with Glass
 knobs and Looking Glass Two mahogany Bedsteads
 One large Looking Glass marseilles quilt One set Bed
 Curtains One set Window Curtain, One side Board
 One Mahogany Wash hand Stand Two Mattresses
 One Cloth Dress One feather Bed One Tea table One
 Dining Table One Dozen silver tea spoons One half
 Dozen table spoons One small Looking Glass & one
 Morocco Wash Box, It have and to hold all and
 singular the foregoing above with the future issue and
 increase of the females and also all the above specified
 articles of Household furniture unto the said William H
 Gilliland his executor administrators and assigns forever
 In trust nevertheless to and for the following uses and
 purpose and no other that is to say In trust for the mutual
 and joint Benefit and behoof of the said Benjamin Simons
 Smith and Martha H Long during their joint natural
 lives and upon the death of either the said Benjamin Simons
 Smith or the said Martha H Long then to the use of the
 survivor during his or her natural life and upon the
 death of such survivor then to the Child or Children of
 the said Benjamin and Martha the fruit of such marriage
 that may be living at the time of the death of the survivor
 his or her executor administrators and assigns forever
 discharged from all further trust, But in case there
 should be no Child or Children of the said Benjamin and
 Martha living at the time of death of either of the said
 Benjamin or of the said Martha whichever of them
 shall die first then the property herein specified
 shall vest in the survivor of them the said Benjamin or
 Martha absolutely free from all further trusts It being

hoy
 here
 off
 the
 con
 and
 time
 off
 the
 out
 vol
 leg
 De
 ad
 Be
 her
 Wa
 Pa
 Sh
 her
 W
 Se
 Be
 he
 sea
 the
 we
 no
 =
 of
 to
 sa
 th
 an
 lo
 pu

however distinctly intended and understood that the property herein outlined is to be in no wise subject to the debts or liabilities of the said Benjamin Simon Smith during the continuance of the foregoing Trust. And it is further agreed between the said Parties that the said Benjamin Simon Smith shall have full and complete power and authority from time to time and at all times hereafter to sell or otherwise dispose of all or any of the property above specified whenever in his judgment the same may be deemed necessary or expedient always substituting other property with the proceeds of such sale or sales to be held under the trust and for the use and purposes before expressed, and lastly the said William H. Gilliland doth hereby accept of the trust hereinafter specified and covenants promise and agree to and with the said Benjamin Simon Smith from time to time and at all times hereafter to join him in any Bill or Bills of Sale or other Writing for the sale or disposition of said property or any part thereof as by any purchase thereof may be required. In Witness whereof the Parties to these Presents have hereunto put their Hands and seals the day and year above Written Benj^r S^r Smith & W^m H^o Gilliland & J^r Seal & Deliver in the presence of Elizabeth Smith Rob^t Landreth & Rob^t Landreth made oath that he saw Benj^r S^r Smith and W^m H^o Gilliland sign seal and deliver the within instrument of Writing for the use and purposes therein mentioned and that he lodged with Elizabeth Smith witness the same sworn to before me this 8 day of Decr 1826 W^m G^r Livingston M^r
Recorded Dec^r 8. 1826

State of South Carolina 3 These presents made this sixteenth day of October in the year of our Lords one thousand eight hundred and twenty six. Between Benjn^r Smith on one part Martha Hagell Long of the second part and Maryann Long trustee of the said Martha of the third part Witnesseth That whereas a Marriage is intended to be had and solemnized between the said Benj^r Smith and the said Martha H^o Long. Now therefore the said B^r Smith in consideration thereof and for the purpose of securing and settling all and singular the property and estate

of her the said Martha as her separate Estate not to be in any wise subject to the deeds engagements contracts debts and liabilities of him the said B.S. Smith and for and in consideration of the sum of one dollar to him paid before the sealing of this presents the receipt whereof is hereby acknowledged. Both granted Bargained conveyed released and confirmed and by these presents doth grant bargain convey Release and confirm all and singular the property and estate of the said Martha either Real or personal which she now has holds and enjoys or which she is concerned invested in or entitled to either in possession remainder or reversion either by law or equity unto the said Maryann Long her heirs and successors In trust nevertheless that the said Martha may have hold use possess and enjoy the same as her separate estate to her, to her own proper and sole and separate use and benefit and behoof And to be in no manner whatever liable or subject to the deeds engagements contracts debts or liabilities of him the said B.S. Smith And the said B.S. Smith doth covenant and grant and agree for himself his heirs executors administrators and assigns to and with the said Maryann Long's heirs executors administrators & successors that the aforesaid property and estate shall be had possessed used and enjoyed by and for the said Martha And that the same shall in no wise whatsoever be made liable for or subject to the deed or deeds engagements contracts debt and liabilities of him the said B.S. Smith On witness whereof these aforesaid parties have interchangeably set their hands and seals to these presents on the day and year above written

Martha 12 line inserted which twenty first used "shall" eighth 2^d page and first "dealed signed and delivered in presence of

F O Elliot & Andrews. 3

Benjamin S Smith (L.S)

Martha Hazel Long (L.S)

Maryann Long (L.S)

F.O. Elliot made oath that he was present and saw Benjamin S Smith Martha Hazel Long and Maryann Long sign seal & deliver the foregoing instrument of writing for the uses and purposes therein mentioned and that he together with L Andrews did witness the same Given to before me this 22 day December 1826 Wm G. Armstrong N.P.

Recorded 22^d December 1826,

The State of South Carolina, The Indenture Separate and
at Charleston in the State aforesaid this twentieth day of October in the
year of our Lord one thousand eight hundred and twenty six,
Between Robert Daniel Lawrence of the first part, Hannah
Annie Lawrence the wife of the said Robert (late Hannah
Annie Prailford) of the second part and Dr Edward Prailford
and Thomas John East Esqrs Trustees mutually chosen and
appointed by both Parties of the third part, Whereas
in and by a certain Indenture Quadruplicate bearing
date the twenty fifth day of May one thousand eight
hundred and two made between the said Edward Prailford
of the first part Elizabeth Charlotte Moutrie of the
Second part Hannah Moutrie of the third part and
General William Moutrie Dr James Moutrie and
Soloman Legare Trustees of the fourth part duly recorded
in the Office of the Secretary of State in Charleston it was then
agreed that in consideration of a marriage intended to be solemn-
ized between the said Edward Prailford and Elizabeth C
Moutrie the property therein specified should be settled upon
certain Trusts and to and for certain uses therein particularly
described and set forth And afterwards the said marriage was
duly had and solemnized and there have been born and
are now living of the said marriage several Children of
whom the above named Hannah Annie Lawrence is one
and well as such be entitled to a share in the property in
the said Indenture specified and hereinafter conveyed
And Whereas the said Hannah Annie Lawrence under
and by virtue of the last Will and Testament of William
Annie Moutrie dated the nineteenth day of June one
thousand eight hundred and eleven and recorded in the
office of the ordinary of Charleston District in said
State is also entitled to a share of the property therein
divided and hereinafter specified And upon the treaty of the
marriage which was lately solemnized between the said
Robert D Lawrence and Hannah Annie Prailford
(now Hannah Annie Lawrence) and previous to the solemn-
ization thereof to wit on the Sixteenth day of October
One thousand Eight hundred and twenty six a certain
Bond

Bond a marriage obligation was duly made and executed by the said Robert D Lawrence in which the said Robert bound himself to pay to the said Edward Brailford and Thomas John Gantt their and each of their certain attorney executors administrators or assigns the sum of Thirty thousand dollars, The condition of which obligation was that the same should be void provided the said Robert should after the solemnization of the said marriage join with the said Hannah in a deed of marriage Settlement hereafter to be made whereby the property in the said Indenture Quadruplicate, and that contained in the Will of William Lincoln Moultrie, and all other property in which the said Hannah was or might be interested should be conveyed to the said Edward Brailford and Thomas John Gantt or any other trustees that might hereafter be appointed or selected, to be held by the said Trustees under the like uses and trusts as are contained in the said Indenture Quadruplicate, which purpose at the time of the date of said Bond could not be conveniently defined or specified, And where as the said Robert D Lawrence is desirous of complying immediately with his said obligation and also of making a more advantageous provision for his family by settling in like manner all the property to which he may be entitled in his individual right And the said Edward Brailford and Thomas John Gantt have consented to act as Trustees, testified by their sealing and executing these Presents. Now know all men that the said Robert D Lawrence and Hannah Lincoln Lawrence for and in consideration of the promises and also in consideration of Ten dollars to them paid by the said Edward Brailford and Thomas John Gantt the Receipts Whereof is hereby acknowledged Have bargained and sold and by these Presents do bargain sell and deliver unto the said Edward Brailford and Thomas John Gantt the interest or expecting expectancy which the said Hannah Lincoln Lawrence has in the property contained in -

in the Indenture Quadruplicate of record that is to say
Windsor Hill plantation in the Parish of St. George District
The lot with the three story brick house and other buildings there
on Number 39 Broad Street in the City of Charleston the following
Nine Cows to wit a Nappy Philip Jack William Dye Billy
Sarah Billy and Handy The Bond of said H. Legare and
Elizabeth P. Legare dated the first day of December one
thousand eight hundred and Eighteen conditioned for the pay-
ment of Nineteen hundred & 93.33cts (\$1993.33) dollars, and
Edward Bevilacqua Bond dated the first day of July one thousand
eight hundred and Eighteen conditioned for the payment
of Four thousand (\$4000) dollars also the following
property in which the said Hannah is interested under the
Will of William Lindie Montague viz United States Six
percent stock amounting to four thousand nine hundred
(\$4,900) dollars William Johnston's bond dated 31st June 1825
for three thousand eight hundred and fifty (\$3,850) dollars
William Johnston's Note for Four hundred and seventy five
(\$475) dollars William Allan's Note dated 12th July 1826 for
Twelve hundred and sixty three dollars $5\frac{1}{2}\%$ (\$1,263.50)
Twenty State Bank Shares Twenty two hundred (\$2,200)
dollars Thomas Lehrs bond dated 31st October 1825 for
Four thousand (\$4,000) dollars and Thomas Lehrs Sure Sure
Bond each dated 23rd February 1825 one for Two thousand
one hundred and twenty one (\$2,121.68) dollars and the other for
Two thousand one hundred and sixty one dollars sixty cents,
(\$2,161.60) To Have and to Hold the share or interest
of the said Hannah Lindie in all the foregoing property and
also her interest in the present and future issue and increase
of the said female Slaves unto them the said Edward Bevilacqua
and Thomas John Gantt and the survivor of them and their heirs
executors and administrators of the survivor (according to the
nature of the several estates) upon the special trust and
confidence and to the intents and purposes hereinafter express-
ed and concerning the same being the like use and trust as
are contained in the said Indenture Quadruplicate to which
reference is made in the marriage Bond of aforesaid That is to
say In trust to permit the said Hannah Lindie
Lorraine

310
Lawrence and Robt D Lawrence for and during the term
of their joint lives to have take and receive the rents
issue profits emoluments use and enjoyment of the share
of the said Hannah land in all and singular the said
property to their joint use and behoof or that the said
Trustees shall apply the rents and profits thereof in
such manner and to such intents and purposes as they
the said Robert and Hannah shall jointly direct
during the said term not to be subject hereinafter in any
manner to the debts contracts or liabilities of the said
Robert and from and immediately after the death of
either of them the said Robert and Hannah leaving
issue alive of the said marriage, Then I do trust to per-
mit the survivor (which ever may survive) for and
during the term of the natural life of such survivor to
have take and receive the rents profits and emoluments
of aforesaid to his or her proper use and behoof or that
the said Trustee apply the said rents profits and emoluments
in such manner and to such intents and purposes as
the said survivor shall direct for and during the term of
his or her natural life, But in case that in the death
of the said Hannah there should be then no issue of
the said marriage living Then I do trust to and
for the use of the said Robert during his natural
life and from and immediately after his death then to
all the Brothers and Sisters of the said Hannah that
shall be living, to be equally divided among them
if more than one forever and that freed and discharged
of and from all further and other gifts grants uses trusts
limitations and appointments whatsoever of and concer-
ning the same or of any part thereof, But in the event
of the death of the said Hannah before the said
Robert leaving issue alive of the said marriage
Then to the said Robert during his natural life as aforesaid
and from and immediately after his death, Then I do
trust to and for the equal use benefit and behoof of
the issue of the said marriage (and the representatives of such
of the issue as may be deceased they taking amongst them a

parts, ^{share} ~~part~~) to be equally divided and held in security to
himself, his heirs, executors administrators and assigns forever
But in case the said Branch should survive the said Robert then
from and immediately after the death of the said Branch
The two third parts of the said Branch share of the foregoing
property real and personal ~~the trust to and for the equal use~~
benefit and behoof of the issue of the body of the said Branch
(and the representatives of such issue of the said Branch as
may be deceased they taking amongst them a parts ~~share~~)
equally to be divided and held in security to themselves their
heirs executors administrators and assigns forever and the
remaining one third part thereof ~~the trust to and for the~~
use benefit and behoof of such person or persons as the
sole the said Branch shall or may in and by his last Will and
testament duly executed or by any legal gift or conveyance
during his lifetime or after his death absolutely and forever
upon any trust limitation or appointment, in his discretion
give and bequeath limit appoint or convey and that in as
full and ample a manner as if the Indenture had not been
made, And this Indenture further witnesseth that the said
Robert De Lawrence for and in consideration of the promises and
also in consideration of the further sum of five dollars to him
paid by the said Edward Brulford & Thomas John Scott
he receipt whereof is hereby acknowledged that for himself
grants bargains sells assigns and delivers and by these presents
Doth grant bargain sell assign and deliver unto the said
Edward & Thomas all the property which he has in
expectancy either from the said Robert Mother ^{Mr}
Legutiner or his Grandmother ^{Mr} Hall under the will of
his grandfather the late Daniel Hall or otherwise, To
have and to hold the said property real and personal
unto the said Edward Brulford and Thomas J. Scott and
the survivors of them his heirs executors administrators
and assigns according to the nature of the several estates,
In trust nevertheless as to and for the several uses intents
and purposes and subject to the same power and authority as are
above in and by these presents given and reserved and subject
to the proviso limitations and agreement hereinbefore
mentioned

limited and declared of and concerning the property of the
 said Hannah and ~~her~~ substituting the name of the
 said Robert for that of the said Hannah wherever
 in the settlement of her property or general or special
 privilege however or advantage may have been deemed
 to her and vesting the same power and privilege in the said
 Robert in relation to his property the last mentioned property
 likewise to be exempted from any liability for the
 debts or engagements of the said Robert. And it is further
 agreed by the Parties of these Presents that when all
 or any part of the property hereinbefore specified or intended
 to be settled shall be released and there shall be a
 necessity or proper occasion at any time during the
 continuance of the said trust and the said Robert and
 Hannah should jointly require or the Survivor of
 them should require that any part thereof should
 be sold and disposed of or exchanged that then and in
 such case the said Edward Bevilford and Thomas Gant
 and the Survivor of them or the executor or administrators
 of such Survivor shall sell and dispose of or exchange
 the same or any part thereof and with the money arising
 from such sale purchase other property real or
 personal in lieu thereof which said property or
 substitutes shall be set down in a schedule and
 annexed to these Presents to be held subject to the
 same uses and purposes as are hereinbefore declared concern-
 ing the property before mentioned. And the said Robert
 & Laurence for himself his heirs executors and admini-
 strators doth hereby covenant promise grant and
 agree to and with the said Edward Bevilford & Thomas
 Gant and the Survivor of them and the heirs executors
 and administrators of such Survivor that as soon as all
 or any part of the property above referred to shall be released
 they the said Edward Bevilford and Thomas Gant shall
 have the quiet and peaceable possession of the same
 under the Trust of general without any hindrance or
 molestation on the part of the said Robert & Laurence
 And moreover that he the said Robert & Laurence his

319

his executors and administrators shall and will from time to time
and at all times hereafter upon the reasonable request and at the
proper cost and charges of the said Edward Brailford and Thomas John
Gantt and the Survivors of them and the executors and administrators of
the Survivors make do seal and execute in cases and procure to be
made done sealed and executed all and every such further and other
lawful and expedient act and acts things and things conveyances
assignments schedule or appraisances in the Law whatsoever as well
for corroborating and strengthening these Presents as also for
the further and better conveying assigning and specifying the
property herein referred to so as to give the full force and most
complete efficacy to the true intent and meaning of these
Presents as by the said Edward Brailford & Thomas J Gantt
or the Survivors of them or the executors administrators of each
Survivor or his or their counsel shall be advised or required
And Lastly the said Edward Brailford & Thomas J Gantt
covenant promise and agree to and with the said R D Lawrence
and H L Lawrence that they within all respects to the best
of their ability faithfully perform and keep the foregoing
Trust — In Witness whereof the Parties to these presents
have hereunto interchangeably put their hands and seals
the day and year first above written Robert D Lawrence
H L Lawrence Edw^d Brailford Thomas J Gantt
sealed and delivered in presence of W M Brailford Robert W
Thompson & E Brailford
W M Brailford made oath that he saw R D Lawrence
H L Lawrence & Brailford Tho J Gantt sign seal and
deliver the within instrument of Writing for the use and
purpose therein mentioned and that he together with
R W Thompson & E Brailford Witnessed the same
Sworn to before me this 22^d day of December 1896
W G Armstrong J P

Recorded 22 Dec 1896

State of South Carolina } This Indenture of three parts made
this twenty sixth day of December in the year of our Lords one thous-
and eight hundred and twenty six between between Mary W Rhodes
of the first part, Charles P. Dawson William Heyward Jr and John Rhodes

See Miscellaneous Record Book 5th pages 452, 3, 4, 5, 6, 7, 8 - for further info under this statement -

In Trustees of the second part and Lawrence E Dawson of the third part. Whereas a Marriage by permission of Almighty God is shortly to be had and solemnized between the said Lawrence E Dawson of the city of Charleston and state aforesaid and the said Mary W. Rhodes of Beaufort in the said state. Now this Indenture Witnesseth that the said Mary W. Rhodes for and in consideration of the said marriage and the sum of five dollars to her in hands paid at and before the sealing and delivery of these presents hath granted Bargained sold assigned released and confirmed and by these presents doth grant Bargain sell assign release and confirm unto the said Charles P. Dawson William Heyward jr and John Rhodes Jr their heirs and assigns all her undivided share or one fourth part of that plantation or tract of land situate lying and being on the waters of the Whale Branch on Port Royal Islands in Beaufort District in said state containing twelve hundred and seventeen acres more or less known and commonly called by the name of the whale Branch Plantation and which is composed of the following Tracts viz 1st The whale Branch tract containing six hundred and forty acres more or less butting and bounding to the north on lands belonging to M^{rs} Dothswaite to the south on land known and called by the name of Harvey's tract to the east on lands of the estate of D^r Richardson and to the west on the waters of the whale Branch. 2^d The tract called Harvey's tract containing four hundred and eighty seven acres more or less butting and bounding to the north on the whale Branch Tract. To the south on lands of Robert Barnwell Esqr. to the east on lands of the estate of the late D^r Nathaniel H. Rhodes to the west on the waters of the whale Branch. 3^d A tract of three Islands situate lying and being on the waters of the whale Branch containing ninety acres more or less and called by the names of whale branch Islands Horse Islands and bluff Island also all her undivided share or fourth part of all that Piece or parcel of land in the town of Beaufort being one fourth of a square containing lot N^o 62. a lot to the south of lot N^o 62 a part of lot N^o 57, and part of a lot N^o 55 otherwise more particularly described and set forth in a deed from John Rhodes to James Bowman Frederick Fraser and William Soimer in trust for his son D^r Nathaniel Rhodes and his daughter M^{rs} Henrietta Hamilton which said deed is recorded in the office of the register of Meane conveyance for Beaufort District. Also all her undivided share or fourth part in a

square containing four acres situate lying and being in the town of
 Columbia in the said state bounded on the south by senate street
 on the North by Gervais street on the east by Henderson Street and on the
 west by Pickens street and also her undivided share of fourth part
 of the following negroes to wit Betsey March Juliet Sally Patsy Mary
 Martha Daphne Phillis Minda samp samps nancy Hannah Bess
 Betsey Amelia Primus Bella Marian Vapho Abram William Andrew
 Rachel Bain Columbia Hannah June Dorcas Daniel Martin
 Eby Will Chloe Lavinia Francis Nat Gunner sibby Sack Mary Chris-
 tiana Toby Ben Dolphin old Sack April Wousky Hector Clara Charlotte
 Patsy Bull Hagar Brister Dick Smart old Mary Charlotte William
 Tom Bess To have and to hold the same to them the said Charles P Dawson
 William Heyward Jr and John Rhodes Jr and the survivor of them and the
 heirs executors and assigns of said survivor for ever to and for the several
 uses intents and purposes hereinafter mentioned limited expressed and declared
 that is to say In trust and freed and discharged from all present and
 future debts of the said Lawrence E Dawson to the use and behoof of the said
 Mary W Rhodes and the said Lawrence E Dawson for and during their
 joint lives and from and after the death of either of them then to the use of the
 survivor for and during his or her life and after the death of the said sur-
 vivor then to the use of the issue of the said marriage and his or her or their
 heirs and assigns for ever. But in case there should be no issue of said
 marriage living at the time of the death of the said Lawrence E Dawson
 or the said Mary W Rhodes (as the case may be) or should such issue sur-
 vive the said coverture but die before the said Lawrence E Dawson or
 Mary W Rhodes (whichever may may be the survivor of them) then the said
 Lands and negroes shall stand freed and discharged of and from every
 trust in the same manner as if this deed had never been made and shall
 be held by such survivor his or her heirs executors administrators and
 assigns forever. And in case the said Lawrence E Dawson shall survive
 the said Mary W Rhodes and there be issue of the said Marriage at the
 time of her Death, or if during the joint lives of the said Mary W Rhodes
 and Lawrence E Dawson the creditors of the latter should ever at-
 tempt to subject the interests he may have under this deed to the pay-
 ment of his debts then and in such case all his claim right and
 title in the said property shall cease be void and the same held
 by the said Charles P Dawson William Heyward Jr and John
 Rhodes Jr and the survivor or survivor of them and the heirs executors

to
 to God
 vice &
 to said
 intention
 vation
 said
 nter
 then
 the
 in
 out
 ng
 effort
 in
 the
 ing
 and
 on
 t
 t
 the
 t
 ny
 d
 and
 parcel
 of
 n
 ust for
 tton
 ance
 a

and assigns of such survivor to and for the sole use and behoof of the said Mary W Rhodes for and during the term of her natural life and after death to the use of the issue of said marriage and of the heirs and assigns of such issue forever.

And whereas under the will of D^r. Nathaniel F Rhodes of the date of the ninth of July in the year of our Lords one thousand eight hundred and seventeen W^o. Mary Rhodes widow of the said D^r. Nathaniel F Rhodes and now the wife of D^r. Richard B Scriven is entitled to a life estate in the real ~~for~~ and personal property which the said D^r. Nathaniel F Rhodes did devise and possessed of. And whereas under a deed of trust executed by the said D^r. Nathaniel F Rhodes in his life time to wit on the second of June one thousand eight hundred and twelve he conveyed to Paul Hamilton in trust for W^o. Rhodes his wife then wife (now W^o. Scriven) the following negroes to wit the future issue and increase of the females for and during the term of her natural life, to wit. Abbey Casar Eliza George Sarry June, and Maria. And whereas the said Mary W Rhodes is entitled to a share of one fourth part of said property so conveyed in said deed of trust and so devised in said will after the Death of her mother the said W^o. Scriven which property so devised by the said D^r. Nathaniel F Rhodes consists of the following lands and negroes and other personal estate to wit All that piece parcel or square of lands in the town of Columbia containing four acres bounded by Blossom street on the north by Wheat Street on the South Gadsden street on the East and wayne street on the west. All that plantation or tract of land on port Royal Island containing six hundred and forty acres more or less known by the name of Pigeon swamp butting and bounding to the south on lands of Robert Barnwell Esq^r. to the east on lands of Stephen Lawrence and the whole branch plantation to the west on land of Robert Barnwell Esq^r. and to the north on lands embraced by the whole branch plantation which tract of land was purchased by the said D^r. Nathaniel F Rhodes in his life time of the honorable Charles L Colcock and is particularly set forth and described in a deed of Marriage settlement made on the ninth day of December one thousand eight hundred and nineteen between W^o. Mary Rhodes widow of the said D^r. Nathaniel F Rhodes and D^r. Richard B Scriven.

also a lot piece or parcel of Land situate in the town of Beaufort
in said state known among the lots lately property of Thomas Bowman
deceased by the number three (3) bounded on the east by the estate of
William Fickling deceased on the south by Federal Alley on the west
by Pinckney street and on the north by King street which said lot was
conveyed to said Dr. Nathaniel H. Rhodes by Benjamin H. Buckner
commissioner in equity for Beaufort district also all that planta-
tion or tract of lands in saint Pauls parish in said state containing
seven hundred and seventeen acres more or less adjoining lands of
the estate of William Hayne William Mansford and Jonathan Fabian
deceased and purchased by the said Dr. Nathaniel H. Rhodes from
Morton A. Waring Esq. Also all that plantation or tract of lands on Eu-
haw formerly the residence of Christopher Leacraft Esq. also a lot in
the town of Beaufort situate between a lot owned by Miss E. Bullock and
one owned by Edward Barnwell Esq. also one other lot in the said
town of Beaufort to which the said Dr. Nathaniel H. Rhodes was en-
titled from the estate of Christopher Leacraft Esq. And whereas the
said Mary W. Rhodes after the decease of her grand father John
Rhodes Esq. is entitled to the following negroes to wit Nelly George
London and an infant child of said Nelly and also under the will
of her late father the said Dr. Nathaniel H. Rhodes to an undivided
share or fourth part of the following negroes and other property at
and upon the death of her Mother the said Mrs. Screen to wit Ansel
Buck Sam Affly Sarey and her child ^{Betsy} ~~Rosalie~~ and her daughter
----- Toney Richard Orlando Castello Harry Ansel John Peggy
and her children Sary Solon Rosalie Jenny and two others. Also under
said will to one fourth part of twelve shares in the union Bank
of South Carolina. Now this Indenture further witnesseth that the
said Mary W. Rhodes for the considerations above expressed hath as-
signed released and set over and by these presents doth assign release
and set over unto the said Charles P. Dawson William Heyward Jr.
and John Rhodes Jr. and the survivors or survivor of them and to the
heirs executors or assigns of such survivor all the above described pro-
perty which she the said Mary W. Rhodes will be entitled to at the death
of her said Mother Mrs. Mary Screen and of her said said
Grand father John Rhodes Esq. To have and to hold the same to and
for the several uses purposes and trusts expressed declared and
set forth of and concerning the estate to which she is at present entitled

and which is described in the first part of this indenture
 And whereas under the will of the said D^r. Nathaniel H^c.
 Rhodes the whole of his estate is given to his widow the present W^m.
 Seaven for and during her natural life and at ~~the~~ death to the
 children of the said D^r. Nathaniel H^c. Rhodes and it doth not appear
 further than is above recited and set forth in what consists the
 said Estate, And Whereas also under the said will the executors
 of the said D^r. Nathaniel H^c. Rhodes were ordered and directed
 in the first place to pay and satisfy all and singular his just
 debts due and owing by him in his life time and none other
 and after the payment of the same to invest in ~~an~~ ^{an} ascertainable funds or
 tangible property the ballance of cash in hands left by the said
 D^r. Nathaniel H^c. Rhodes together with all the proceeds of bonds notes
 book accounts due him in his life time, Choses in action and
 all moneys received for the sale of property sold under the order of
 said executors and executrix and to pay over to widow of the
 said D^r. Nathaniel H^c. Rhodes the present W^m. Seaven the annual
 Interest of said funds for and during her natural life and at
 her death to divide and distribute the principal thereof amongst
 the children of the said D^r. Nathaniel H^c. Rhodes. Now the said
 Lawrence E Dawson for himself his heirs executors and administrators
 doth covenant and agree to and with the said Charles P. Dawson
 William Heyward Jr. and John Rhodes Jr. that whenever the said
 funds so directed to be invested and applied shall appear be
 ascertained and made known he the said Lawrence E Dawson
 will transfer assign and set over unto the said Charles P. Dawson
 William Heyward Jr. and John Rhodes Jr. or the survivors or sur-
 vivor of them or their heirs executors or assigns of such survivor all the
 share portion and part of the said funds to which the said Mary W^m.
 Rhodes is or maybe entitled or to which he may be entitled
 in her right. To have and to hold the same to and upon the
 several uses trusts intents and purposes expressed declared of
 concerning all the property above conveyed by this deed to him
 the said Charles P. Dawson William Heyward Jr. and John Rhodes
 Jr. And the said Lawrence E Dawson further covenants and
 agrees for himself his heirs executors and assigns to and with the
 said Charles P. Dawson William Heyward Jr. and John Rhodes Jr.
 that he the said Lawrence E Dawson will at any time hereafter

execute and deliver all further deeds and conveyances which said
 their counsel learned in the law shall and may deem essen-
 tial and requisite for the more effectually carrying into effect
 the purposes and intentions of this deed.

In witness whereof we have hereunto set our hands and
 and seals the day and year above mentioned
 sealed and delivered in presence of

Fredrick G. Fraser made oath
 that he was present and saw the fore

Mary W. Rhodes (seal)
 Wm Hayward Jun. (seal)
 J. Rhodes Jr. (seal)
 Lawrence E. Dawson (seal)

mentioned persons severally sign and seal the
 within instrument of writing for the uses and purposes therein mentioned
 and that he together with Morton Waring Jun. did witness the
 same sworn to before me this 2^d day of January 1827.

M^r G. Armstrong N.P.

Recorded 2 January 1827.

By virtue of the powers reserved to us in the within deed of appo...

The State of North Carolina | His Excellency Governor Johnston made
 do hereby certify that the within deed of appo- | ment made by the
 late John C. Johnston and his wife Mary W. Rhodes | on the 2^d day of January 1827
 is a true and correct copy of the original | and is on file in the
 office of the Register of Deeds in the | county of Johnston

[The following text is heavily obscured by dense, overlapping cursive signatures and scribbles, making it largely illegible. It appears to be a continuation of a legal document or a set of instructions.]

By Part
The Court in Equity
May 1833
The petition in this case is for the partition of a tract

lying on the Water of the Eastern Branch of Cooper River
and about Quaker Creek containing in the whole One thousand
and fifty Acres more or less - but as to be undivided One third
part of said land lying in the Eastern or State policy and
a third part of said land conformable to the partition Division of the
County of John Henry Lewis's Act made by certain
Commissioners appointed for that purpose and sanctioned by the
Honorable the Court of Equity together with all singular
rights and privileges hereunto in appertaining to the said
premises together with in any other incident or appertaining
thereto the said Frederick Lawrence with the intention of the said
petitioner and the said John B. Lawrence in Frederick L. the following
names to wit: Matthew, Martha, Jeffrey Jacob
Thomas, Peter, James, John, John, Thomas, Lydia,
James, John, James, Junius, Peter, John, James, Molly,
James, James, Lydia, Mary, Charles, Coleman, January
John, James, James, & William, James, to hold all
the premises and appurtenances thereto to be held to the said
petitioner and the said John B. Lawrence in the County of
John Henry in the State of Virginia in Charleston
County Virginia together with the appurtenances
thereto to be held to the said John B. Lawrence and
the said Frederick Lawrence as Administrators in and
for the use, intents and trusts
of the said Frederick Lawrence as to the use
of the said Frederick Lawrence for his executor
and Administrators and the said intended
Administrators of the said Frederick Lawrence
and the said Frederick Lawrence shall hold the
premises and appurtenances thereto with the said James Ramsey to
be produced full and singular
rights and appurtenances thereto in his direction may
be done and the said Frederick Lawrence shall be

but not to be subject to the debts contracts or engagements of the said
James Ramsey and from and after the death of the said James Ramsey
should be due before the said Eleanor, and there should be issue of the
said Marriage then in trust that the said Trustees or the Survivor of them
shall hold the said property both real and personal for the sole
use and separate benefit of the said Eleanor during her natural
life and from and after her death for the Child or Children of
the said marriage or the Children or Child of any future mar-
riage of the said Eleanor and the issue of such Child or
Children but if there should be no Child or Children or their
issue at the time of the death of the said James then in trust to and for
the sole and separate use and behoof of the said Eleanor or her heirs execu-
tors administrators and assigns forever and discharge of every
further trust, but in case the said Eleanor should die leaving
the said James Ramsey in survivor and leaving issue, then in
trust for the use of the said James during his natural life and
after his death for the use of the Children of the said Marriage or the
issue of them living at the time of his death then his executors
and administrators forever, but should the said Eleanor die leaving
no issue then in trust to and for the sole use and behoof of the said
James Ramsey his heirs Executors administrators and assigns
forever and discharge of any further and other Trust limitation
a proviso - And it is further agreed and declared by and between
the parties to these Presents that it shall and may be lawful to and
for the said John B. Laurens and Frederick Laurens or the Survivor
of them with the consent of the said James Ramsey and Eleanor Laurens
under their Hand and Seal to sell transfer and dispose of the said real
and personal Estate herein granted and assigned or any part thereof
and to vest the proceeds in any other property which they may choose
subject nevertheless to the uses and trusts already expressed, And lastly
it is provided that should it become proper in any event to substitute
a Trustee or Trustees in lieu of those now named it shall be lawful
for the said James Ramsey and Eleanor Laurens or the Survivor of them
with the said consent of the said John B. Laurens and Frederick Laurens
or the Survivor of them (or in case of their death by the act and deed of the
said James and Eleanor above) to constitute and appoint by these
certain Writing under seal, in the presence of two Witnesses such
other Trustee or Trustees and as soon as the said Deed shall be
executed &c

in the Register Office of Maine Consequence and in that of the
 Secretary of State, such Substituted Trustees shall
 be seized and possessed of all the Estate hereinbefore mentioned
 and such as may be purchased in lieu thereof to and for all
 the use interests and purposes hereinbefore expressed in relation
 to the Estate hereinbefore granted and released or intended to
 be hereby granted and released, In Witness Whereof the
 Parties to these Presents have hereunto set their
 hands and affixed their Seals on the day and in the year
 first above written. Jo: Ramsey Seal Beana Laurer Seal
 John B. Laurens Seal Frederick Laurens Seal
 Signed Sealed and delivered in the presence of Elders Bullidge
 & Ball. A Ball made oath that he was
 present and saw Jo: Ramsey & Laurer J. B. Laurens
 & F. Laurens sign & Seal this Instrument of Writing
 for the use and purposes herein mentioned and that he
 together with Elders Bullidge Witnessed the same
 Sworn to before me this 11th February 1829
 A. M. ———— Recorded Feb 1829

The State of South Carolina

This Indenture made on the _____ day of _____
 in the year of our Lord One thousand eight hundred and Twenty seven
 Between Paul Strocher of the City of Charleston and State of South
 Carolina & Louisa C. Strocher of the said City & State of aforesaid and John Strocher
 of said City and State of aforesaid. Whereas a marriage has been agreed
 upon and is intended by divine permission to be shortly had and solemnized
 between the said Paul Strocher and the said Louisa C. Strocher,
 And Whereas the said Louisa C. Strocher is entitled seized and
 possessed to certain personal property mentioned and described hereafter
 that is to say A negro Woman Slave named Nancy and her five children
 to wit Perry Tom Ellen Maria and Martha and also to a negro
 Woman Slave named Charlotte together with their future issue and income
 And Whereas the said Louisa C. Strocher is entitled unto one certain
 Bond given to the said Louisa C. Strocher by John Strocher of the City
 of Charleston for a certain debt due by the said John Strocher to the said
 Louisa C. Strocher to the amount of Six hundred and Eighty dollars all
 which said & specified property the said Louisa C. Strocher is entitled

... it has been agreed by and between the
said parties upon the terms and conditions of marriage...
property...
personal...
her by...
shall be...
trustee...
trusts...
of and concerning...
that in...
said...
to each...
said...
of these...
said...
Purchased...
and delivery...
set over...
unto the...
all...
in and to...
of...
John...
children...
titles...
to...
mentioned...
that...
Executors...
of the...
shall...
the...
and produce...
mentioned...
of...
such...
table to her...
contracts on

the
tion
all
elation
to
the
ear
er
edge
ers
ig
le
are
Seven
said
Prochecker
agion
Thomas
rather
William
we
increm
ertain
the city
the said
all
to

and deliver the written instrument of writing for him and his heirs and assigns to be
maintained and that he together with John F. Hoffmann and wife the
same, do hereby give and sell the 19th February 1827 W. S. Huntington & Co
Recorded February 21st 1827

South Carolina Beaufort District ✓

This Indenture testifies to make the twenty second
day of December in the year of our Lord one thousand eight hundred and
twenty seven between John Cornelius Patterson of the first part Janet
Zahler of the second part and James G. Zahler and Alexander B. Murray
of the third part all of the District and State aforesaid
Whereas a marriage is intended to be had and solemnized by and between
the said John Cornelius Patterson and Janet Zahler and whereas the said
Janet is entitled to the proportion of the undivided Estate of her Grandfather
Jacob Zahler & which Estate descended to her Father as an entailed
Estate consisting of a tract of land in the upper catchment & bounded by
lands of Robert Ashland Estate of John McLean Estate of Lewis Hoff
and by the upper catchment river the tract containing seven hundred and
fifty acres more or less also of seven negro slaves to wit Buffee
Fanny Jimmy Murray Rose Cloupa and Parick and it hath been agreed
that the said John Cornelius should after the said intended marriage
had receive and enjoy during the joint lives of them the said John
and Janet the proportion of the said undivided real as well as personal
Estate as above described that is the interest and profits thereof but that
the same and the profits thereof after the death of either of them should be
at the sole disposal of the said Janet notwithstanding her coverture
and whereas it has been agreed that in case the said Janet should
after the said intended marriage had, happen to survive the said John
Cornelius she should have & claim any part of the real or personal
Estate of the said John Cornelius should be seized or possessed
or entitled to, at any time during his coverture by virtue of her right
of Dower or otherwise, Now this Indenture will respect that in
pursuance of the before said recited agreement and in considera
tion of the sum of One dollar to me the said Janet in hand paid by the
said James G. Zahler and Alexander B. Murray the receipt whereof
is hereby acknowledged by the said Janet by and with the private
consent and agreement of the said John testified by his being
made a party to and his sealing and delivery of these presents
witness

321
last granted bargain and sold assigne transferred and set over and
by these presents doth grant bargain sell assigne transfer
and set over unto the said James and Alexander their executors
administrators and assignes all the said properties of undivided
property left by the said John consisting of a tract of
land of seven hundred and forty acres more or less bounded as
before recited also seven negroes slaves namely Henry Shanny
Mancy Rose Clarence and Perick to be proportion of the best
property the said Janet is entitled to have being near undivided
ed to have and to hold the said property to the said James and
Alexander their Executors administrators and assignes their
trusts nevertheless and for and every purpose and under
such provisions and agreements as are hereinafter mentioned
that is to say in trust for the said Janet and her assignes
until the solemnization of the said intended marriage and
from and after the solemnization of the said intended marriage
then in trust that they the said James and Alexander their
executors administrators and assignes shall and do permit the
said John during the joint lives of the said John and Janet his
intended wife to have receive take and enjoy all the interest
and profits of the said property to and for his own benefit
and from and after the decease of the said Cornelius Patterson
then if the said Janet should survive him in trust that
they the said James and Alexander their executors and admin-
istrators shall assigne transfer and lay over all the said
property to the said Janet but if she die before him then
unto such person or persons and at the time and times and in
such parts or proportions manner and from unto the said Janet
I shall not give standing her coverture by my writing or writing
under her hand and seal altered by two or more credible witnesses
or by her last will and Testament in writing duly executed
direct limit or appoint to the intent that the same may not
be disposed or subject to the control debts judgments in
engagements of the said John her intended husband and in
default of such direction limitation or appointment then to
the heirs of the said Janet or to such person or persons as
may be agreed upon or, In testimony whereof we have
hereunto set our hands and seals on this twenty third day of

nine thousand Dollars for the payment of four thousand five hundred
 Dollars with interest annually bearing date 1st March 1826 and further
 secured by mortgage of fifteen negroes then named dated 1st December 1826
 One other Bond executed by the said H. H. H. with a penalty of Eight
 thousand two hundred Dollars of the same date is the preceding and
 further secured by a mortgage of fourteen negroes then named
 dated 1st Dec^r 1826 One other Bond of the said John H. H. H.
 dated 1st Decem^r 1826 with a penalty of twelve hundred Dollars
 for the payment of six hundred dollars with annual interest
 further secured by a mortgage of three negroes then mentioned of
 the same date to have and to hold all and singular the said Covenants
 and negroes Slaves with their natural increase and all their said Bonds
 and Securities unto the said H. H. H. and M. W. W. & D. H. H.
 their Executors administrators and Assigns in trust respectively for
 such purposes and under such agreement and provisions as are
 hereafter mentioned that is to say in trust for the said Charlotte
 H. H. H. her Executors and administrators until the celebration of
 the said intended marriage, and from thence forth in trust that the said
 Henry H. H. D. H. H. and M. W. W. their Executors and
 administrators shall permit the said Isaac Parker during the joint
 lives of said Parker and Charlotte to receive take and enjoy
 all the profits and advantage of the same for his own use and
 benefit and from and after the decease of the said Isaac if the
 said Charlotte shall survive him in trust that the said trustees will
 pay and transfer all the said enumerated articles or other
 property proceeds and investments through and of every part
 thereof to the said Charlotte her Executors administrators
 or Assigns But if the said Charlotte shall happen to die
 before the said Isaac Parker in further trust the said Henry
 H. H. D. H. H. and M. W. W. their Executors admin-
 istrators and Assigns shall transfer the whole of the above enumerated
 articles or the proceeds and future investments of every part
 thereof to such persons or persons as the said Charlotte notwithstanding
 standing for coverture shall direct and appoint in any writing
 attested by two Witnesses or by her last will and testament
 In default of such appointment if the said Charlotte shall leave any
 Children living in trust that the said trustees their Executors or
 administrators shall apply the interest and profits that may arise after

I have the honor to acknowledge the receipt of your letter of the 14th inst. in relation to the above named estate and in reply to inform you that the same has been forwarded to the proper authorities for their consideration. I am, Sir, very respectfully,
 Yours, &c.
 Wm. W. Wilson

after the death of the said Charlotte to the use and behoof of the said Charles Stevens and of each of them that may survive at the age of twenty one years or any longer it is enjoined that by the said trustees their Executors and administrators shall assign transfer and make an assignment or preparation of the articles enumerated and of the proceeds and future investments of every part thereof to the then living executors and administrators. But if the said Charlotte shall leave no child or children living or if no one of the children shall live to the age of twenty one years or any longer in default of any appointment in writing or otherwise in trust that the said Charles Stevens and the said Wm. W. Wilson with assign transfer and assign the whole of the above enumerated articles with the proceeds and future investments thereof to the said Isaac Parker for intended husband his heirs Executors and administrators, and it is further provided by the consent of all the parties to these presents that in case the said Charlotte (surviving the said Isaac Parker) shall at any time claim or receive any part of the real or personal estate of the said Isaac Parker or of which he may be seized and possessed or may be otherwise entitled to at his death or during coverture by virtue of any claim of Dower or under any statute for distributing the estate of Intestates then the said Charles Stevens and the said Wm. W. Wilson shall be forthwith possessed of all the property Securities hereby transferred to them in trust for the only benefit of the Executors and administrators of the said Isaac Parker - and it is expressly provided and intended that the said Charles Stevens and the said Wm. W. Wilson shall have authority to receive receive and collect the principal and interest of the several Bonds herein enumerated or the same shall become due or legally demandable and they are further authorized to reinvest and apply the Capital or principal of the said Bonds in which a sum part from time to time in the purchase of any real or personal estate or in the stock of any incorporate company or to lend the same to any person or persons on private Security bearing interest payable annually holding the profits for assigned under the same trusts and applying the interest and profits in the same trusts manner as is herein directed with regard to the articles above enumerated and assigned in trust to them provided that no purchase of any real or personal estate or other investments as aforesaid shall be made during the life time of the said Isaac Parker without the consent and approbation of the said Isaac Parker, Isaac Parker Esq. Charlotte Stevens Esq. Henry Stevens Esq. Charles Stevens Esq. Wm. W. Wilson Esq. signed and indichangably defined by the subscribers this 20th day of December 1826 in our presence Wm. W. Wilson Charles Stevens, South business Charlotte District Miss Susan W. Wilson made out that she was present

In the presence of the Honorable Henry Laurens
Deputy Governor & Mr. William Sigmund the foregoing
Marriage Settlement for the uses and purposes therein mentioned
and that the together with Charles Thomas Maitland the same
Shall be before me this 14th day of May 1804 at Charleston S.C.
Recorded Feb 27 1827

South Carolina City of Charleston

This Indenture & Partments made on this nineteenth day
of February One thousand eight hundred & twenty seven between
Elizabeth W Burnet of the Second Part Robert Barnwell Smith
of the Second Part, and O R Smith and Andrew M Burnet of the
third part. Whereas a marriage is shortly to be had & solemnized
by and between the said Elizabeth and the said R Barnwell
Smith and whereas Andrew Burnet late of St. Bartholomews
Parish deceased, being in his life time and at the time of his
death seized and possessed of a considerable real & personal Estate
consisting of Lands Negro Slaves and other Personal Property
did intestate on the Sixth of March One thousand Eight
hundred & fourteen, leaving a wife and three Children surviving
him, whereby the said Elizabeth who was one of his aforesaid
Children, became entitled under and by virtue of the Act of the
General assembly of this State passed in the Year 1791 for the
distribution of Intestate Estates, to one undivided third part of
two thirds of her deceased Father's estate. And whereas since the
decease of the said Andrew Burnet, his Estate hath been kept whole
and undivided, wherefore the share or proportion thereof to which the
said Elizabeth is Entitled cannot now be ascertained by words, or bound,
or specifically enumerated or described. And whereas, it was
agreed upon before said marriage by and between the said Elizabeth
and the said Barnwell Smith testified by the said Barnwell Smith
being a party thereto, that the aforesaid distribution share or proportion
of the said Elizabeth of in and to the real and personal Estate
of her deceased Father should be granted released and assigned by the
said Elizabeth to the said Benjamin R Smith and Andrew Burnet
their Executors, administrators, and assigns, to have and upon the
uses, trusts, intents and purposes hereinafter declared of and concern-
ing the same and that altho the same cannot now be fixed with

Questions or Correctly described or enumerated, that the whole and every part thereof shall be hereafter distinctly set forth in a schedule to be hereunto annexed, and to be taken as part and parcel of this deed of marriage Settlement now this Indenture witnessed, That in pursuance of the aforesaid agreement and in Consideration of the said intended marriage and also in Consideration of the sum of One dollar to the said Elizabeth in hand well and truly paid by the said Benjamin R Smith and Andrew W Burnet, at or before the sealing and delivery of these presents, the receipt whereof is truly acknowledged by the said Elizabeth by and with the Consent and privity of the said Barnum Smith testified by his being a party hereto, and receiving these presents, hath granted bargained sold and released and by these presents doth grant bargain sell and release unto the said Benjamin R Smith and Andrew W Burnet, their Executors administrators and assigns, all the undivided share or proportion of all that plantation or tract of land situate lying and being in the Parish of St Bartholomew in the district of Colleton and State aforesaid near Parker Ferry, containing in the whole about three thousand acres more or less, Beginning and bounding to the North and West on the Parker Ferry Road, to the East on Bon Bon river, to the South on lands of William Boat and others, and to the North on lands of Mrs Innes, to who the said will be entitled upon the division thereof, and also all the undivided share or proportion of the Negro Slaves, and other personal property and appurtenances, to which the said Elizabeth will be entitled upon a division and partition of her deceased Father's Estate shall be distinctly set forth in schedule thereof to be hereafter hereunto annexed, and be taken as part and parcel of this deed when the same shall be divided and as contained, together with all and singular the Remainders and Remainders, Reversions and reversions, Rents issues and Profits thereof and of any part and parcel thereof with the appurtenances. To Have and to Hold all and singular the said land and Negro Slaves, and other personal property with the future issue and increase of the said female Slaves, together with the interests Profits issues and emoluments thereof, unto the said Benjamin R Smith and Andrew W Burnet their Executors administrators and assigns forever, Subject nevertheless to such uses, and upon such trusts, and for such intents and purposes, as are hereafter mentioned and declared, of and concerning the same, that is to say, That the said Trust, to and for the use and behoof of the said Elizabeth until the solemnization of the said marriage, and from and immediately

After the solemnization thereof then in trust and to and for the joint use of the said Barnwell Smith and the said Elizabeth Burnet and their assigns, for and during the term of their joint lives, and from and immediately after the determination of their Estate to the use and behoof of the said Benjamin R. Smith and Andrew W. Burnet their executors administrators and assigns to preserve the contingent remainders here in after limited from being defeated or destroyed. Nevertheless in trust to permit and suffer the said Barnwell Smith and Elizabeth W. Burnet and their assigns during the joint lives of the said Barnwell Smith and Elizabeth Burnet and their assigns to receive and take the interests profits issues and emoluments of all and singular the real and personal estate aforesaid with the license to and for the joint use benefit and behoof of the said Barnwell and Elizabeth and their assigns. And in case the said Barnwell the said should survive the said Elizabeth Burnet, then to the use and behoof of the said Barnwell Smith ^{and his assigns for life} during the term of his natural life. But if the said Elizabeth should survive the said Barnwell, then to the use of and behoof of the said and her assigns for and during the term of her natural life. And from and immediately after the determination of the Estate of the survivor, then to the Children or Children of the marriage as may be living at the time of the death of such survivor to take exclusively and absolutely only in such proportions and under such circumstances as the said Barnwell Smith may by Will appoint, their heirs executors administrators and assigns, free clear and absolutely discharged of and from all and every further and other trust condition limitation or restriction whatsoever except such as the said Barnwell Smith may by will impose or appoint. But should the said Barnwell Smith die without leaving a will and leaving the said Elizabeth Burnet surviving him then to such Child or Children of the said marriage as may be living at the time of the death of such survivor, to take exclusively and absolutely only in such proportions and under such conditions as the said Elizabeth may by will appoint their heirs executors administrators and assigns free clear and absolutely discharged from all and every further and other restriction or limitation whatsoever. And if the said Barnwell Smith and the said Elizabeth Burnet should both die without exercising the power of appointing aforesaid then the property aforesaid to vest absolutely in such Child or Children of the said

Marriage or may be living at the time of the death of the Survivor,
to be equally divided between them if more than one, and their
heir, Executor, administrators and assigns forever, tenants in common free
Clear and absolutely discharged of and from all and every further and
other conditions trust limitations restrictions proviso or agreement
whatsoever, and if any such Child or Children should depart this
life before the death of such Survivor leaving issue, then such issue
shall represent and take equally among them if more than one such
share or shares, in the premises, as his, her or their Parents Parents
respectively would have taken if such Parent or Parents had survived
such Survivor, But should the said Barnwell Smith depart this
life without leaving Children of the marriage aforesaid, then all
and singular the Property aforesaid is hereby vested absolutely in such
Person or Person, as the said Barnwell Smith may by Will appoint,
then his Executor administrators and assigns forever. And should the said
Barnwell Smith die without leaving Children and without making a
Will, leaving the said Elizabeth Surviving him, then all and singular
the Property aforesaid is hereby vested in the said Elizabeth Burnet her
heir, executor and administrators absolutely free and clear of and from
all and every trust limitation condition restriction proviso or agreement
whatsoever. And it is further expressly declared and agreed by and between
all the Parties to these Presents, and the true intent & meaning hereof is,
That in Case the said Barnwell Smith and Elizabeth W Burnet shall
at any time hereafter during the Continuance, or the Survivorship of them at
any time after their decease, shall think fit to have the aforesaid
Premises so granted and leased to the said Benjamin R Smith and
Andrew W Burnet or any part thereof sold and disposed of or exchanged
for other Property real or personal or the Sale monies invested in public
or Private Stock, or in any Bank or Fund or laid out at interest or Private
Security or in the purchase of any estate real or personal, That then the
said Benjamin R Smith and Andrew W Burnet their heir, Executor admin-
istrators, or assigns, or being thereunto requested, by them the said Barnwell
Smith and Elizabeth Burnet or by the Survivor of after the death of
either of them in writing shall absolutely dispose sell convert
or exchange the same as the case may be, and from and immediately
after such Sale or Exchange have and hold the monies arising and to
arise from such Sale and the Property real or personal, Stock Certificates
and other evidences of debt acquired by means thereof, to and for the

uses, intents, and purposes, and subject to the same declaration and
 limitation, as an herein before set forth limited and declared of
 and concerning the herein before separated, released and assigned lands,
 and real and personal property and to and for no other use, intent or
 purpose whatsoever. And the said Benjamin Smith & Elizabeth Burnett
 for their selves their heirs Executors and administrators do hereby Covenant
 promise and agree to and with the said Guy R Smith and Andrew W Burnett
 their Executors administrators and assigns that they the said Benjamin
 Smith and Elizabeth Burnett shall and will from time to time
 and at all times hereafter upon the reasonable request and at the
 proper Cost and Charges in Law of the said Benjamin R Smith
 and Andrew W Burnett their Executors administrators and assigns,
 make do and execute such further and other lawful & reasonable
 Act & Acts things conveyances assignments & assurances in the law
 whatsoever for the further better & more perfect granting conveying and
 assuring of all and singular the real & personal estate herein before
 mentioned to & for the use & purposes upon the trust & subject to the
 agreement herein before declared of & concerning the same or by the
 said Guy R Smith and Andrew W Burnett their Executors administrators
 and assigns, or his or their Counsel learned in the law shall be
 reasonable advised or required. Witness our hands & seals
 this 27th day of July 1827. *Benjamin R Smith* *Elizabeth Burnett*
 Witness Myself J. N. Edwards. *Guy R Smith* *Andrew W Burnett*
 Recorded 27th July 1827. in the 27th July 1827. H. S. Armstrong.

Articles of agreement between Colemuth Mackinay Doctor of Medicine of
 St. Pauls Church Parish of the first Part Elizabeth Peltinger Spinster of the
 same Place Parish of the second Part and Count Peltinger the Brother of
 the said Elizabeth of the third Part made in executed his last will & Testament
 of December in the year of our Lord one thousand Eight hundred and
 twenty Six, Whereas a Marriage is intended to be shortly had and
 solemnized between the said Parties of the first and second Part And
 it is ordained by the last will & Testament of William Peltinger
 Decedent that when his Daughters arrive at the age of twenty One
 a Day of Marriage they should be entitled to their respective Shares
 of his Estate, in Witness whereof William Peltinger has bequeathed
 unto his Daughter the said Elizabeth Peltinger one Seventh part of a
 Plantation or Tract of Land called Colly Plains Situate in the

Part and Estate of several and adjoining Lands of Mrs Mary Myers Charles Smith
Estate and others and also the following Negro Slaves that is to say Sam about
thirty two years But. 32. January 24. Jan. 5 William 4 Tom 1 Buff 1 Maria 63
Monda 61 Mills 33 Hannah 32 Polly 23 Deana 18 & Maria 16 and Whereas the
said Elizabeth Bellinger is also entitled to a Legacy left her by the last
Will and Testament of her Grand Father the late John C. Field and which is
supposed to amount to between Eighteen hundred and Two thousand
Dollars more or less And Whereas it is agreed that the Estate of the said
Elizabeth Bellinger Whereof she is legally seized and possessed and that
she may be entitled to as aforesaid should be settled and assigned for a
Provision and Maintenance of the said Elizabeth Bellinger and here
Present Witnesses that in consideration of the said intended Marriage
in pursuance of the said agreement & the said Elizabeth and with
the consent of the said C. Winchney M.D. testified by his being a Party to
and Execution these Presents doth hereby declare and agree on her
Part and the said Peterworth on his Part doth also consent and
agree and with the said Carnot Bellinger, to settle the said the Negro
Slaves above mentioned with the Issue of the female as well as the Legacy
before mentioned to and for the use of the said Peterworth and Elizabeth during the
life of the said Elizabeth and after the death of the said Elizabeth then
to the use of all in Singula the issue of the said Marriage if by then there
be and if there should be no issue of the said Marriage then to the said
Peterworth and at his Will and disposal in any Manner he may deem fit
but in case the said Elizabeth should Survive the said Peterworth then to
such uses and limitations as the said Elizabeth may by her last Will
and Testaments notwithstanding her Coverture limit and appoint
Whether there be Issue of the said Marriage or not Provided
that it shall and may be lawful for the said Peterworth and
Elizabeth from time to time and at all times by and with the
consent of the said Carnot Bellinger to sell or alien all or any
part of the said Negro Slaves, or the amount of the Legacy hereby Settled
and to invest the proceeds thereof in Money or such other good Estate
subject to the same, uses herein before mentioned and all such money
paid out in Negro Slaves they together with their issue shall
be subject to the same, uses herein before mentioned, and in Order to
carry completely into effect we do embrace fully the objects stipulate
etc. in the above agreement Should it at any time hereafter be
uncovered

that the above instrument is defective either in Point or form
 legal phrase or expression or in case of any irregularities
 whatever The said Cotesworth with truly further covenant
 promise and agree to and with the said Carnot Bellingon
 that he will at all times upon his request consent to and
 execute and that he will also join with the said Elizabeth
 in executing and doing all such Deeds Vets and Appurances
 which be requisite and reasonable for the settling all the
 Estate of her said wife then Issue to and for the usual
 uses intents and Purposes as specified in the above agreement
 In Witness Whereof the Parties to these Presents have
 hereunto set their hands and seals the day and year above
 Written Cotesworth Partridge (L.S.) Elizabeth Bellingon (L.S.)
 Carnot Bellingon (L.S.) signed sealed and delivered in the
 Presence of Sarah P. Bellingon Edw. Bellingon

It is further agreed by all the Parties mentioned in the foregoing
 Marriage Settlement that all property of every descrip-
 tion whether real or personal that the said Elizabeth
 Bellingon may become entitled to whether by Will or
 by Inheritance shall and it is hereby acknowledged to
 be subject together with the increase of all femora Estates
 to the uses and Purposes mentioned in said Settlement.

Signed Signed and Seal this thirteenth day of December
 in the year of Our Lord One thousand Eight hundred and
 twenty six In the presence of, Elizabeth Bellingon (L.S.)
 Sarah Bellingon, Edward Bellingon, Carnot Bellingon (L.S.)

E. Bellingon made oath that he was present
 in Saw C. Partridge & Bellingon & Bellingon
 Signed Seal this Instrument of Writing for the uses
 and purposes herein mentioned and that he believed the
 Same, Sworn to before me this 15th March 1827
 John Wood, M.P. Recd & March 15 1827

The United States of America }
State of South Carolina } This Indenture Duplicate made this twentieth
day of March in the Year of our Lord One thousand Eight hundred & twenty seven, Between Andrew
Moulton Merchant of the first part - Jas an C Maywood of the second part and Charles
A Maywood of the City of Charleston and State aforesaid, Merchant and Daniel M. Donnell
of Belfast, in the County of Antrim Ireland Attorney at Law of the third part -
Whereas by Indenture of Lease bearing date the sixth day of January One thousand
seven hundred and eighty eight The Right Honorable Arthur Earl of Donegal (since
deceased) for the Considerations therein mentioned did demise let and to farm let unto Thomas
Allen of Barr Street, in the County of Middlesex in England, all that Farm Tenement
or parcel of Land situate, lying and being on the north side of Shankhill Road, containing by
admeasurement Seven Acres, Three Roods, and fifteen Perches. (7^{ac} 3^{roods} 15^{perches}) Plantation meadow
be the same more or less than late in the Tenure of Hugh McMaster then since deceased, situate
lying and being in the Parish of Belfast, within the Barrony of Belfast and County of
Antrim aforesaid (saving & reserving as therein mentioned) To hold unto the said Thomas Allen
his Heirs, Executors, Administrators, and assigns from the first day of November then last past
to and during the natural lives and life of the several of them ^{then} & hereinafter
particularly named and the survivors and survivor of them, and from and after the decease
of such survivor for so much of the Term of Forty One Year, to be computed from the first
day of November then last, as should be then to come and unexpired, subject to the yearly
rent of sixteen Pounds of the late Irish Currency payable half yearly and to the strict
Money and Law Silver therein particularly reserved and made payable as by the said indenture
written Indenture of Lease referred being therein to had may more fully appear And
Whereas the said said Indenture of Lease with the Law & Covenants and premises therein
demised afterwards by Well Manner Agreement or otherwise became and now are legally and
absolutely void in Moses Moulton the Father of the said Andrew Moulton and in
the said Andrew Moulton in equal Shares & Proportions - And Whereas by Indenture
made and executed on the twenty eighth day of November in the Year of our Lord One thousand
Eight hundred & twenty six Between the said Moses Moulton & Andrew Moulton his
Son the said Moses Moulton for divers good Causes and Considerations hereinafter
moving did grant bargain Bargain, sell alien release and confirm assign transfer and
set over unto the said Andrew Moulton All his the said Moses Moulton's one
undivided moiety or half of and in the above and hereinafter as are described Farm, Tenement
or Parcel of Land - To have and to hold the said moiety from the first day of November
One thousand seven hundred & eighty seven for and during the natural Lives & Life
of his present Majesty King George the fourth Frederick Duke of York and Prince
William Henry Sons of his late Majesty King George the Third, and the survivors & surviv-
ors of them and from and after the decease of such survivor for & during so much

of the term of Forty one Years, or shall be then to Come and unexpired, subject to the Payment of the yearly Rent Money and Rent Service and Performance of the Covenants, Conditions, Reservations, and Agreements in said original Lease contained, on the Tenant or Lessee's Part, to be paid, done and performed as by said in part recited Indenture, referred being thereunto had many more fully appear. And whereas a Marriage is agreed upon and intended to be shortly had solemnized between the said Andrew Moulton and the said Susan C. Maywood and upon such agreement, and in consideration of the said Marriage it was proposed by the said Andrew Moulton to grant Bargain Sell and release all and singular the said Farm Tenement or Parcel of Land hereinafter described unto the said Charles A. Maywood and Daniel M. Donnell upon the Trust and to and for the uses intents and Purposes hereinafter mentioned expressed and declared of and concerning the same. Now this Indenture Witnesseth that in consideration of the said Marriage and for conveying, settling and assuring the said Farm Tenement or Parcel of Land mentioned and comprised in the said above in part recited Indenture of Lease, with the Appurtenances, upon the trust and under and subject to the Powers, Provisions and Declaration hereinafter made expressed and contained of and concerning the same, and subject also to the Performance of the covenants, Conditions, Reservations and Agreements in the said original Lease on the Tenant or Lessee's Part to be done and performed. And in further Consideration of One Dollar to the said Andrew Moulton in hand paid by the said Charles A. Maywood and Daniel M. Donnell and their Heirs, All that said Farm Tenement or Parcel of Land, situate lying and being on the North East Side of Shank Hill Road containing by admeasurement Seven Acres, Three Rods and Fifteen Poles, Plantation measure in the same now or late formerly in the Possession of the late said Thomas Allen, Situate being and being in the Parish of Belfast within the Barony of Belfast and County of Antrim, as more particularly described in a Map or Plan thereof to said original Lease annexed (having and excepting as in said Lease was excepted) Together with all and singular the Houses, Crockery Buildings, Members, Hereditaments and Appurtenances whatsoever to the said Premises hereby granted released and assigned belonging or in any kind incident or appertaining and the Tenements of the same and whatsoever Erection and Erections Remainder and Remuneration, yearly and other Rents Issues and Profits thereof at the Estate Right Title and Interest whatsoever within at Law or in Equity of him the said Andrew Moulton, his Heirs, Executors, Administrators and assigns of, in and to the said Land & Premises. Do Have and to Hold the said Farm Tenement or Parcel of Land and all and singular the Premises hereby granted and released, or intended to be and every Part thereof with their Appurtenances, unto the said Charles A. Maywood and Daniel M. Donnell their Heirs and assigns for and during the Term of the natural Lives of the said His Majesty King George the fourth Prince Duke of York and Prince William Henry the eldest son of his Majesty in the said herein before in part recited Indenture of Lease

and for and during the life a line of all and every other Person or Persons who shall or
may be named as a Certain que vie, or Certain que vies in any future Lease or Leases, to be made
or granted of the Same Premises or any part thereof; But Notwithstanding upon the same
for the several intents and purposes and under and subject to the several Powers, Provisions
limiting and agreeing hereafter limited expressed declared and contained of and
concerning the Same, that is to say In Trust for the Said Andrew Moulton
his heirs and assigns, until the Said intended Marriage shall take effect. And
from and after the solemnization of thereof, then, Upon Trust that they the Said
Charles, A. Maywood and Daniel R. Donnell and the Survivors of them, and the Heirs
of such Survivor, do and shall from time to time, by indent of the rents issues and
profits of the Premises pay the Rent and perform the Covenants clauses and agreements
in and by the Said ~~Indenture~~ before in part recited Indenture of Lease or in and by any
future demise or lease of the Same Premises, reserved or contained or to be reserved or
contained and which on the Said part is or ought to be paid, observed and performed
And Also that the Trustees or Trusty for the time being do and shall by the ways and means
aforesaid, or by any other ways or means whatsoever, as he or they shall think fit buy and
raise money for paying satisfying and discharging the said payable or the renewal
of any, demise or lease of the Same Premises, or any part thereof and all costs, charges
and expences incident to or which shall be occasioned by such renewal or renewal, or in
any relation thereto And as to all and singular the Said Lease hold Premises, subject to
the aforesaid Trust, In Trust to and for the sole and separate use benefit and behoof
of the Said Susan C. Maywood for and during the Term of her natural life
with full power and authority to receive and take the Rents issues and profits
thereof as her separate & distinct Estate without being subject to the debts of
Contract Engagements intermeddling or incumbrances of her said intended Husband
Andrew Moulton. And Upon this further Trust that should the Said Susan
C. Maywood, die without leaving issue of the Said intended marriage, or child
or Children of such issue living at her death, but leaving her Said intended Husband
surviving her, then the Said Farm Tenement or Parcel of Land and all and singular other
the Premises here in released or intended to be, shall immediately upon such decease
of the Said Susan C. Maywood revert to and become vested in the Said Andrew Moulton
as fully and completely as they now are so vested in him, before the execution of these
Instruments and the Deed and every matter and clause herein contained, shall cease, determine
and be utterly null & void. And Upon this further Trust that should the Said Susan C.
Maywood have issue of said Marriage, living at such her decease before the death of
Husband as aforesaid, or should she survive her Said intended Husband and die Intestate,
leaving issue of the said Marriage living at her death, then to and for the sole use & benefit
and behoof of such issue, in equal and equal shares, respectively and of her

Heirs and assigns forever subject nevertheless to the payment of said rent and to the performance of the Covenants, Clauses, Reservations and agreements in the said Original Lease contained on the Tenant or Lessee Part to be done and performed - the Child or Children of any deceased Parent representing him or her and taking the same share to which such Parent if living would have been entitled to - Nothing herein contained however to be so construed as to ~~prevent~~ ^{prevent} the said Susan C. Maywood from making & executing her last will and testament and thereby devising said Estate to her said Child or Children or to the Issue of such Child or Children, but no one else, in such ~~any~~ manner and under such trusts and in such Proportions as she may deem fit - And upon this further Trust that in default of Issue of the said intended marriage or the Child or Children of such Issue living at the decease of the said of the said Andrew Moulton or born after his death then the Estate here in conveyed with all and singular other the Premises, shall immediately upon the happening of the said Contingency go to and become vested in the said Susan C. Maywood should she survive her said intended Husband to and for the sole and separate use benefit and behoof of the said Susan C. Maywood and of her Heirs and assigns absolutely and forever subject nevertheless to the Conditions, Limitations, Reservations and to the performance of the Covenants, Clauses, Reservations and agreements in the said Original Lease contained on the Tenant or Lessee Part to be done & performed in the same manner to which the same is now subject & held in the Possession of the said Andrew Moulton and before the execution of this Present - Provided Always, and it is hereby agreed & declared that it shall and may be lawful to and for the said Charles C. Maywood and Daniel M. Donnell and the survivors of them and the Heirs of such Survivor and they & he or he and is hereby authorized and required, at any time or times after the solemnization of the said intended marriage, to make any surrender or surrenders of the said lease hold premises and also of the said original deeds or lease or of any such future deeds or leases or affidavits for the purpose of obtaining a renewal or ^{renewal} ~~renewal~~ of the same respectively, and also to accept and take a new or other lease or leases of the said Premises, or any part thereof, with a perpetuity, for the life or lives of any person or persons whomsoever, in such manner as the Mayor, City or County for the time being shall think fit and to execute a Counterpart or Counterparts or Counterparts of such lease or leases respectively, so as that the name or names of all and every person to be indebted or named as Ceteris que vis, or Ceteris que vis in any such lease or leases, to be made or granted of the said Premises or any part thereof during the lives of the said Andrew Moulton & Susan C. Maywood his intended wife or of the said Susan C. Maywood at or after the death of the said Andrew Moulton should be the same as should be in the Consent and approbation of the said Andrew Moulton and Susan C. Maywood his intended wife or of the said

Susan A. Maywood should the Survive Them Signified in writing for that Purpose. And
it is hereby declared and agreed by & between the Said Parties to these Presents that they
the Said Charles A. Maywood & Daniel M. Donnell and the Survors of them and the
Heirs and assigns of such Survors shall stand Seised & possessed of and interested in all
and singular the Said Farm Tenement or Parcel of Land and other Premises therein
comprised or intended so to be, to be comprised in and granted by any such new or other
Lease or Leases aforesaid, upon the same trusts and in the same intent and Purposes as
are herebefore declared or mentioned of and concerning the Said Premises respectively.
And the Said Andrew Moreland for himself his Heirs, Executors and Administrators
doth Concur and agree to and with the Said Charles A. Maywood and
Daniel M. Donnell their Executors Administrators and assigns by these Presents that he
the Said Andrew Moreland and all and every the Person and Persons lawfully claiming
or to claim by, from under or in trust for him shall and will, from time to time and
at all times after the solemnization of the Said intended Marriage upon the request &
desire of the Said Charles A. Maywood and Daniel M. Donnell or either of them or
the Executors Administrators or assigns of them or either of them make do and execute or cause
and procure to be made done and executed all and every such further and other lawful and
reasonable act and acts, deed and deeds thing and things, devises, assignments and assurances in the
law whatsoever, for the further and better confirming and corroborating these Presents and
every Clause, matter and thing therein contained, in & for the better making the several Trusts,
aforesaid and the several and respective Executors Administrators and assigns to execute &
perform the Said Trusts according to the true intent and meaning of these Presents
as by the Said Charles A. Maywood and Daniel M. Donnell either of them, or the Executors
Administrators or assigns of them or either of them or their or either or any of their Counsel,
shall be reasonably devised advised & required. In Witness whereof the Parties to the
Present have hereunto subscribed their names and affixed their Seals the day &
Year first above Written Andrew Moreland Esq Susan Maywood Esq Cha A Maywood Esq
Signed Sealed & Delivered in the Presence of Mary Maywood & Benj F Hunt
Benj F Hunt made Oath that he was Present & saw Andrew Moreland Susan Maywood
& Cha A Maywood sign Seal & deliver this Instrument of writing for the use & purposes therein
mentioned that he together with Mary Maywood witnessed the Same. Sworn to be for
this 22 March 1827. John Ward Ad

Recorded 22 March 1827

State of South Carolina District of _____ This Indenture made the
day of February in the year of our Lord one thousand eight hundred
and twenty seven and in the fifty first year of the American Independence
between Rachel M. Pollock of the first part Charles M. Spigleton of the

record put in Alexander J. Quarter of the third part all of the Peter
 (which) whereas a marriage by Gods permission is intended & party
 to be had in & solemnized between the aforesaid Rachel M. Polhill
 and Charles J. Singleton, and the said Rachel ~~and~~ M. Polhill
 being by a Just Decree of Conveyance executed on the first day of May
 in the year of our Lord One thousand eight hundred and seven by the
 Grand Jurors Quarter (civil Decrees) to Benjamin J. Quarter &
 Alexander J. Quarter as Justices for Thirza E. Polhill mother of the said
 Rachel M. and decedent's wife of the said M. Polhill and after the death
 of the said Thirza E. Polhill in trust for the children of the said Thirza
 to them and to their heirs forever (Recorded 13th March 1812 in Register of
 same conveyance office of this District in Book of 9 Page 299)
 entitled in equal share with her in the care of J. Sadon to an undivided
 moiety of the said Trust Estate in the said Decree particularly specified
 to hold the negro Woman Eliza & Mary in the issue in & in case of
 their death and also under the will of the said Thirza Quarter
 and her heirs approved allowed & recorded in the Ordinary's
 Office of this District the said Rachel M. Polhill being in equal share
 with her sister Sarah J. Sadon (and in case of the death of the said Sarah
 having likewise a will in issue to the entire amount) entitled to the
 sum of six hundred Dollars which sum in said will is given and
 bequeathed in trust to Alexander J. Quarter and specially directed to
 be appropriated after the decease of M^{rs} Sarah Quarter (their Grand
 Mother) for the benefit of the said Rachel & Sarah (in joint tenancy)
 in the purchase of as many young female negroes as can be obtained for
 that sum taking the Bill of sale for the same in joint tenancy
 (as that should with other due without issue the survivors may
 have all the said Negroes) whereas under the will of the said Thirza
 Polhill of the State of Georgia the said Rachel (after the decease
 of her father Thomas Polhill) is entitled to a negro Woman
 Betty together with her issue and increase forever.

Now therefore this Aforesaid will respect that in
 consideration of the said intended Marriage in case the same
 shall take place and in consideration also of the sum of Five
 Dollars to be in hand paid by the said Alexander J. Quarter Justice
 as aforesaid the said Rachel by and with the consent of the said
 Charles J. Singleton as signified by his being a party to these
 present both bargains & returns transfers and delivers and

44

by the present doth bargain sell release transfer and deliver to the said
Alexandra J. Linton & to his Heirs Executors Administrators and Assigns
all and singular the aforesaid undivided Moiety & moiety under the
aforesaid deed and Will as also the Negroes therein conveyed and the issue
of such as are females descending from the bodies of such as may and shall
fall to the lot of and be inherited by the said Rachel under the said
Deed of conveyance or last Will & Testament of the said Joseph Linton
or by the death of her sister Sarah J. Spurgeon without leaving issue
or previous to a division of said property and also the aforesaid Negro
Woman Betty named in the will of the said Mr. Polhill as aforesaid

Whereunto hold the said personal Estate with the deeds devised
or in reversion unto the said Alexandra J. Linton to his Heirs Executors
Administrators and Assigns to and for no other use and purposes than
are herein after expressed that is to say. In Trust for the said Rachel
until the said Marriage shall take effect and immediately after the solemniza-
tion of said Marriage (if they should be blessed with any) In Trust for the present
use and benefit and support of the said Rachel and Charles S. Singleton
and the issue of their marriage (if they should be blessed with any) during the life
of the said Charles Rachel M. Polhill and after her decease, In Trust for
and to the exclusive use benefit and support of the Issue of the Body
of the said Rachel by the said contemplation or any future Marriage if she
should be blessed with any but if she the said Rachel should die
without leaving issue of her body In Trust for and to the said use
of her sister Sarah J. Spurgeon and the Issue of her Body or should
she the said Sarah die without leaving issue previously to the decease
of the said Rachel it is expressly understood and agreed upon that
notwithstanding her coverture and the aforesaid personal Estate
being herein conveyed in Trust to the aforesaid Alex. J. Linton to hold and
occupy the same subject nevertheless to the power and authority
of her the said Rachel that she the said Rachel by and with the consent
of her said Charles S. Singleton reserve take off and by the present doth
positively and unalienably reserve to herself the exclusive power and
privilege of disposing and to dispose of the whole exclusive power and
privilege of disposing and to dispose of the whole or any part of
the aforesaid personal Estate to any person or persons in such manner
or under such terms as she by her Will Deed or any other Instrument
shey execute shall or may direct and appoint. In Witness whereof
we the contracting parties do hereunto set our hands and seals the
day

Day and year above written Rached M. White Seal
 signed and deliv'd in the Charles J. Singletts Seal
 presence of J. S. Shaden Elizabeth m. Shaden - - - Seal
 St. Peter Parish, Beaufort District, Personally appeared
 before me J. S. Shaden who being sworn depose that he was
 one of the foregoing Decs. a Instrument they executed in the
 Elizabeth Shaden was also a subscribing Witness to the same
 J. S. Shaden sworn before me this 21st March 1827
 J. S. Shaden L. M. Recd. March 24th 1827

South Carolina

This Indenture made the Seventh
 day of March in the year of Our Lord One thousand Eight
 hundred and Twenty Seven between Charles Rutledge
 Holmes of the One part Mary Anne Deas of the Second part
 and since Deas & this part, Whereas a marriage is about
 to be had and solemnized between the said Charles Rutledge
 Holmes and the said Mary Deas, And Whereas the said
 Mary Deas under and by virtue of the last will and Testament
 of her said father the said Humphrey Deas is entitled to one
 undivided part of certain Real and Personal Property
 devised and bequeathed by the said Humphrey Deas to his daughter
 Mary Anne the Mother of the said Mary Deas One of the
 Parties to this Deed In and during the Natural life of the said
 Mary Anne and after her death in the said will of the said
 Deas, And Whereas the said Mary Deas is likewise
 entitled to one undivided part or proportion of a Lot or
 house situate in the City of Charleston in which she
 at present resides likewise to one undivided part or proportion
 of a Plantation called Shoughbourn Situate lying and
 being in the Parish of St. James near Creek in the State of South
 Carolina also the said Mary Deas is possessed of a
 Brick named James And Whereas upon the terms of the said
 intended Marriage It was agreed that the said above
 mentioned Property (and all the real and other property at present
 owned and possessed by the said Mary Deas or which may in
 future accrue to her by gift devise bequest or in any other
 manner) should be respectively transferred and Appropiated to and

See Miscellaneous Henry N. N. N. N. Page 448

vested in the said David Deas his Executors Administrators and
Assigns upon the several trusts and for the several intents and
purposes hereinafter Expressly and declared of and concerning
the same. Now this Indenture Witnesseth That in consideration
of the said intended Marriage and in the further consideration
of the sum of Five Dollars in hand paid to each of them the
said Charles R. Holmes and Mary Deas by the said David
Deas at and before the signing and delivery of these Presents
the receipt whereof is hereby acknowledged, the said Mary
Deas with the privity and consent of the said Charles R.
Holmes Testifies by his being a party to and sealing & delivery
of these presents, That he and she have sold Assigns and let
over unto by these presents, Doth bargain & sell Assign and let
unto the said David Deas his Executors Administrators and Assigns
all the before mentioned property so that he has and pretention of the
degrees to which she is entitled under and by virtue of the Will of her Grand
father, Humphrey Adams her share or proportion of the whole of the plantation
and so here a proportion of the same in Lot in town street also the said
Negro Boy James all likewise all and every species of property of which
she is now possessed or may hereafter become possessed in entire and
by virtue of any gift conveyance devise Bequest or in any manner
whatsoever to have and to hold all and singular the Premises before
mentioned unto the said David Deas his Executors Administrators
and Assigns In trust nevertheless so far and upon the several
uses Trusts Intents and purposes and subject to the several previous
powers limitations and Agreements hereinafter mentioned limited
except he declines of and concerning the same that is to say

In trust to and for the use and behoof of the said Mary Deas and her
heirs until the solemnizing of the said intended Marriage and from and
immediately after the solemnization thereof In trust that the
said Charles Rutledge Holmes shall and by the said David Deas the consent
of the said David Deas his Executors Administrators and
Assigns receive and take the rents and Profits Interest and produce
to arise to have a made of all and singular the Premises before
mentioned and intended to be hereby granted transferred and released
for and during the Natural life of the said Charles Rutledge
Holmes and after the death of the said Charles Rutledge Holmes
Then in trust for the use Benefit and behoof of the said Mary his

Wife, for and during her natural life. And after the death of her
the said Charles and the said Mary her interest for the Children
Children of the said Mary who may be living at the time of her
death. But in the event of the said Charles, Mullidge, Holmes or
Mary his intended Wife dying without leaving issue of
the Body of the said Mary then her interest for the sole and
Absolute Benefit of the survivor of them the said Charles &
Mary his or her said Executors Administrators and Assigns
forever free and discharged from any further trusts,

But should any of the Children of the said Mary Depart this life
during the life of either the said Charles Mullidge or the said
Mary surviving of an such issue shall stand in the place of the
parent and parent may be entitled to the same share which the
parent if living would have been entitled to under the will
Provided also that it is hereby agreed and declared that it
shall be lawful to and for the said Charles
at any time after the said marriage with the consent of the
said Mary his intended Wife to sell transfer and let over
the said Real or Personal property hereinafter mentioned
in any part thereof or with such consent to lay out
the interest the money arising from such sale or by other
property subject to the same trust as are contained in
this will. In Witness whereof the said Parties have
hereunto set their hands and seals the day and year
first above written.

C. R. Holmes, Gent
Mary, comrs Deas Feud

witnessed and do lend in the presence of Henry Deas John Deas
Henry Deas made oath that he was present and saw
C. R. Holmes & Mary Deas sign & seal this instrument of
writing for the uses and purposes therein mentioned and that
he witnessed the same together with John Deas
I sworn to before me this 9th April 1827

John M. Wood, Notary
Recd April 9 1827

State of South Carolina This Indenture Doa drupar liti made the
Second day of April in the Year of our Lord One thousand Eight hundred & twenty
Seven and in the fifty first Year of the Sovereignty of the United States of America
Between James Schoolbrd of the City of Charleston in the State aforesaid Esq^r of the
first Part Eleonora Kirlop Schoolbrd Daughter of the said James Schoolbrd of
the second Part Benjamin Smith Gibby Esq^r of the same place of the third Part, and
John Schoolbrd, Trustee, mutually chosen by the parties aforesaid for the purposes
hereinafter mentioned, of the fourth Part: Whereas a marriage by legal permission
intended shortly to be had and solemnized by and between the said Benjamin S Gibby
and Eleonora S Schoolbrd by and with the privity and assent of the said James Schoolbrd
his Father (being her only surviving Parent and natural Guardian) And whereas the said
Eleonora S Schoolbrd is entitled under and by Virtue of her deceased Mother's marriage
Settlement, bearing date the Twentieth day of June in the Year of our Lord One
thousand seven hundred & ninety seven and made or mentioned to be made between
the said James Schoolbrd and Mary his Wife late Mary Middleton only Daughter
and Heiress of Thomas Middleton deceased of the one part, and John Gibby & Robert
Reese Gibby, Trustes for the purposes therein mentioned of the other part
of five and to one equal undivided fifth part and proportion of one equal moiety or
half part of all and singular the real and personal Property and estate therein mentioned
described and set forth, Consisting of a tract of Land situated on Newole Island
Containing about One thousand three hundred Aers, of a Plantation or tract of Land
situated on South Santee River supposed to contain Three hundred & thirty three Aers,
and a certain number of Negro Slaves, therein particularly named: Subject nevertheless
to the Estate for life of the said James Schoolbrd therein, as in and by the said marriage
Deed now being and remaining of Record in the Office of the Secretary of State in
Charleston reference being thereunto had may more fully appear. And when as prior
to the intended marriage being it hath been agreed upon by and between all the
said Parties to these presents That upon the said Marriage being consummated
he the said James Schoolbrd shall pay to the said John Schoolbrd the Trustee
above named the sum of Two thousand pounds equivalent to the sum of Eight
thousand five hundred and seventy One Dollars, in ready Money Stocks or bonds
which sum shall be accepted and received the said Trustee on account of the said
said interest or proportion to which the said Eleonora S Schoolbrd will be
entitled on the death of her said Father of and in the aforesaid Plantation or tract
of Land at Santee (the true Value thereof shall be hereafter ascertained by Commissioners
to be duly appointed to value & appraise the said) so as to extinguish the amount
of Eight thousand five hundred and seventy One Dollars, and not exceeding that
said sum, all the right title share and interest of her the said Eleonora S
Schoolbrd

44
or of him the said Benjamin S Gibbs, in his right of and in the said parties
lands and every part thereof, which undivided fifth of said undivided moiety
of the said Santee plantation shall be duly conveyed to the said James Schoolbred
by good and valid deed, of conveyance in fee simple; and the sum of Eight
Thousand five hundred & Seventy one Dollars to be paid as aforesaid on
account of the consideration thereof together with such other sum or sums
as shall hereafter appear a valuation to be made as aforesaid to be payable
by him the said James Schoolbred as and for the Balance thereof (if such an
valuation whenever the same be made shall exceed the aforesaid sum of
Eight Thousand five hundred and seventy one Dollars) shall from time to time
or whenever the same shall be received by or paid to him the said John Schoolbred
aforesaid ~~Trustee~~ be laid out and invested in other lands and real Estate with the
sanction of the said James Schoolbred to be held to be held subject to
the use & trust hereinafter expressed of and concerning the other real and personal
estate to which the said Eleonora S Gibbs Schoolbred will be entitled upon the
decease of the said James Schoolbred under her Mother's marriage settlement as aforesaid
And it is further agreed by and between all the said parties that all the rest of
the Estate real & personal of her the said Eleonora S Gibbs Schoolbred as well in
possession as expectancy and however devised shall upon the said Marriage
taking effect be settled and secured to and for the use and purposes trusts
and intents hereinafter specified: Now therefore by the due power & authority
that Eleonora S Gibbs Schoolbred (by and with the privity and assent of the said
Benjamin S Gibbs, her intended Husband testified by his being a party hereto
and Sealing and delivering these presents) for and in consideration of the said
intended marriage, and for the further consideration of one Dollar to her
in hand paid by the said John Schoolbred the Trustee aforesaid at or before
the Sealing and delivery of these presents the receipt whereof she doth hereby
acknowledge Hath granted bargain sold assigned transferred and conveyed
and by these presents Doth grant bargain sell assign transfer & convey
unto the said John Schoolbred all her undivided share and proportion and
interest of and in all and singular the lands tenement and hereditaments (except
her share and interest in the lands at Santee as aforesaid) with all the negro
slaves she is now entitled or shall or may hereafter in any event, and especially
in the event of the death of the said James Schoolbred her father, lawfully
have claim or demand under and by virtue of the aforesaid marriage Deed or
settlement of them the said James Schoolbred and Mary his deceased wife above
mentioned and alluded to with in possession remainder reversion or expectancy
both of land & slave, or other goods or chattels, or property whatsoever

And also all her Estate right title and interest thereof and therein both in Law &
Equity with all & singular the rights members & appurtenances To Have & Hold
take & receive all and singular the premises with the appurtenances to him the said
John Shoolbred his Heirs Executors administrators & assigns for ever In Trust
Nevertheless (except as to the undivided share & interest of the said Eleonora
Shoolbred of and in the tract of land on South Santee River adjacent on the
death of her father as aforesaid) to and for the use, intents and purposes hereinafter
specified of and concerning the Estate in trust and property by this present indentured
to be settled and conveyed and to and for no other use whatsoever. That is to say,
In Trust to and for the sole and only use benefit and behoof of the said Eleonora
Shoolbred his Heirs Executors administrators and assigns until the said intended
Marriage shall be duly had and solemnized; And from and immediately after the
solemnization thereof In Trust to and for the joint and equal use benefit &
behoof of them the said Eleonora Shoolbred and Benjamin Gibbs for
and during the term of their joint lives, to permit & suffer them to hold possess &
take the rents issues and profits thereof, the labor & hire of the Slaves, interest of
the monies, and other Encumbrances and proceeds of their joint use and benefit
without impeachment of or for any manner of waste. And in Case the
said Benjamin Gibbs should first depart this life without leaving any
issue of the said Marriage living at the time of his death, or leaving issue &
such issue should not live to attain the age of Twenty One Years or day of
marriage, Then in Trust for the said Eleonora Shoolbred his Heirs Executors
administrators & assigns also life and forever - and that freed and discharged
of and from all further or other uses and trust whatsoever of and concerning
the same - But in the event of the death of the said Eleonora Shoolbred
before the said Benjamin Gibbs, and of his surviving her, in like manner leaving
no lawful issue of the said Marriage, or leaving issue and such issue not attaining
Twenty One Year or day of Marriage. Then as to one moiety of all and singular
the Estate and interest and premises with the appurtenances herein intended
to be conveyed as aforesaid with their rights members and appurtenances including
all and singular the land and real Estate hereafter to be purchased or
acquired in lieu of the said Eleonora Shoolbred's one undivided one fifth
of a moiety of the aforesaid Santee Land, In Trust to and for the only use
benefit and behoof of the said Benjamin Gibbs his Heirs Executors administrators
and assigns absolutely and forever - And the other moiety thereof In Trust
to and for the only ~~sole~~ sole and only use benefit and behoof of the said James
Shoolbred the Father of the said Eleonora Shoolbred his Heirs Executors
administrators and assigns absolutely for ever. But if at the death of
either