

At Roanoke County Court December Term 1896.

The last Will and Testament of Wm P. Marks deceased, was this day produced in Court, and thereupon William St. Ballard, one of the subscribing witnesses thereto was sworn and testified that the said Will was signed by the said testator in the presence of himself and Henderson Lee, the other witness thereto, both being present at the same time, and that he and Henderson Lee, the other witness subscribed the said Will in the presence of the testator and each other, and thereupon the said Will is ordered to be recorded.

A copy from the records of Court.

Test:-

W. Griffin, Clerk.

Geo. P. Tayloe. I, George P. Tayloe, of the county of Roanoke, State of Virginia, being of advanced age, but of sound mind and in good health, do make and declare this my last Will and Testament, hereby revoking all previous wills made by me:

I. I give and bequeath all the stock I may own in the Fidelity Loan & Trust Company at the time of my death, to John D. Langhorne, or Charles W. Blackford, should said Langhorne decline to act, in trust to apply the dividends thereof to the maintenance and support of my son, J. William Tayloe, and Lucy his wife, and their children, as a family, during the joint lives of my said son and his wife, and the life of the survivor of them, the same not to be in any manner liable for their debts, contracts or liabilities either jointly or severally. At the death of both the said son J. William Tayloe, and his wife, the said stock or proceeds thereof shall vest in their children in fee. The said trustee shall have full power and authority in his discretion to sell said stock at any time, and invest the proceeds thereof in other property real or personal, upon the trust above declared.

II. I give and bequeath to John L. Williams, of the County of Orange, the debt now due me by the St. John's Protestant Episcopal Church, of the City of Roanoke, and Trinity Methodist Episcopal Church of said City, amounting to Ten Thousand Dollars, in trust to pay the interest thereon to Mrs. Delia S. Tayloe, the wife of George E. Tayloe, during her life, and at her death the principal of said debt to be divided equally between her children, share and share alike, and their descendants, the descendants of any deceased child taking the share to which its parent would be entitled, if alive.

111. All the rest of my estate, real and personal, except my household and kitchen furniture and books, I direct shall be converted into money at such times and in such manner as my executors shall, in their discretion, think best, hereby giving them full power and authority to sell my real and personal estate, or any part thereof, upon such terms as to cash or credit, as they may deem most advisable, and to convey the same to any purchaser or purchasers from them.

The proceeds thereof shall be paid and distributed as follows:

(1) To George Tayloe Winford as Trustee, the sum of Ten Thousand Dollars, to be safely invested by him in some safe productive property, and the rents, issues and profits thereof to be equally distributed between George Tayloe Winford, William Winford, and George Wythe Winford and Mrs. Emma Boyd, the wife of J. William Boyd, or the survivors of them, until the death of Mrs. Emma Boyd, then this trust shall cease and said sum shall then be equally divided between said George Tayloe Winford, William Winford, George Wythe Winford, and the children of the said Mrs. Emma Boyd or their descendants, that is to say:—one fourth thereof shall be paid to the said George Tayloe Winford or his descendants, one fourth to the said William Winford or his descendants, one fourth to George Wythe Winford or his descendants, and one fourth to the children of Mrs. Emma Boyd or their descendants, in either case the children of any deceased child taking the share to which its parent would be entitled if alive.

If any of the above parties should die, leaving no descendants, the share of the party so dying shall pass with the residue of my estate as hereinafter provided.

(2) To my daughter, Mrs. A. C. Langhorne, the sum of Ten Thousand Dollars, should she die during my life time, the said sum is to pass to and be equally divided among her children, share and share alike, and their descendants, the descendants of any deceased child taking the share to which its parent would be entitled if alive.

(3) To George Tayloe Winford, Trustee, the sum of Ten Thousand Dollars, to be safely invested by him in some safe productive property, and the rents, issues and profits thereof to be paid to my daughter, Mrs. Virginia T. Rogers, wife of Mr. M. Rogers, during her life time, and at her death, said sum is to be equally divided between her children or their descendants, the children of any deceased child taking the share to which its parent would be entitled if alive.

(3) To George Tayloe Swallowney as Trustee, the sum of Ten Thousand Dollars, to be safely invested in some

safe productive property, and the rents, issues and profits thereof to be paid to my daughter Mrs. W. H. Swallthmey during her life time, and at her death, the same to be equally divided between her children and their descendants, the descendants of any deceased child taking the share to which its parent would be entitled if alive.

If, from any cause, my estate should not be sufficient to pay all the foregoing legacies in full, then they shall be paid pro rata and pro parte.

IV. To my daughter, Mrs. Virginia T. Rogers, I give and bequeath all my household and kitchen furniture and books. If she should die during my life time, the same is to pass to her children in fee.

V. Should I acquire during my life time, the home Place, where my daughter Mrs. Virginia T. Rogers, and myself now reside, or the debt secured thereon, in addition to the provision heretofore made for her, I hereby devise and bequeath the same to George Tayloe Mumford for the use and benefit of my said daughter, Mrs. Virginia T. Rogers, during her life, and at her death, the same to pass to her children and their descendants in fee, the children of any deceased child taking the share to which its parent would be entitled if alive.

VI. All the rest and residue of my estate, if any remain, after the payment of the foregoing legacies, I direct shall be divided into six equal parts, to be distributed and disposed of as follows:-

(1) One part thereof to my son, John William Tayloe, or his descendants.

(2) One part thereof to my daughter, Mrs. A. C. Langhorne the wife of John D. Langhorne, or her descendants.

(3) One part thereof to my daughter Mary T. Swallthmey wife of W. H. Swallthmey, or her descendants.

(4) One part thereof to my daughter, Virginia T. Rogers, or her descendants.

(5) One part thereof to the children of my deceased son, George Tayloe, to be equally divided between them, share and share alike, and their descendants, the children of any deceased child taking the share to which their parent would be entitled if alive.

(6) One part thereof to the children of my deceased daughter Etta, to be equally divided between them and their descendants, the descendants of any deceased child taking the share to which their parent would be entitled if alive.

I have made no provision for the children of my deceased daughter Rosa, because a bountiful Providence has already blessed them with an abundance.

and it is not necessary for me to assure them that they occupy in my affections a place equal to that of any of my other grandchildren.

The foregoing legacies and bequests are each severally made and given upon the condition that each of said legatees and devisees shall acquiesce in all the provisions of this Will, and if any of such legatee or devisee do not acquiesce in all the provisions of this Will then the legatee or devisee who does not so acquiesce in all of the provisions of this Will shall have no part of my estate, and the share to which he or she would otherwise be entitled, shall pass to and be equally distributed between those of my children and their descendants per stirpes who shall acquiesce in all the provisions of this Will.

VII Payments by my executors of the legacies hereby given to the parties to whom payment is hereby respectively directed to be made, shall be a full acquittance of all responsibility on their part, and they shall not be responsible for the application or proper investment of the money so paid, neither shall one of my said executors be responsible for the acts or default of the other.

VIII. I hereby constitute and appoint my friend, Robert E. Scott, Esq., of the city of Roanoke, and my grand son, George Tayloe Llewellyn, of Norfolk, Virginia, executors of this my last Will and Testament, and my confidence in them is such that I hereby ask that they shall be allowed to qualify as such without being required to give any security.

Witness my hand and seal this 23rd day of June, 1896.
Geo. P. Tayloe *Geo. P. Tayloe*

Signed and Published by George P. Tayloe, Esq., as and for his last Will and Testament in the presence of us, who in his presence, and at his request, and in the presence of each other, have together hereunto subscribed our names as witnesses this 23rd day of June, 1896.

A. P. Staples
S. D. Ferguson

At Roanoke County Court April Term, 1897.
A Writing bearing date on the 23rd day of June, 1896, purporting to be the last Will and Testament of George P. Tayloe late of the County of Roanoke, deceased was this day presented to the Court together with an other paper writing in the hand writing of said decedent entitled Memorandum for R. E. Scott my attorney; and the said paper writing dated the 23rd day of June, 1896 being fully proven by the

oaths of A.P. Staples and S.D. Ferguson the subscribing witnesses thereto, the said paper writing entitled "Memorandum for Robert E. Scott my Attorney" not appearing to be signed by the said George P. Tayloe, it is ordered by the Court that said paper writing dated the 23rd June 1896 purporting to be the last will and testament of said George P. Tayloe be recorded as and for the true last will and testament of the said George P. Tayloe deceased, and it is considered by the Court that said paper writing entitled "Memorandum for Robert E. Scott my Attorney" is not a testamentary paper and the same is rejected as not forming a part of the last will and testament of said George P. Tayloe deceased.

A copy from the records of Court.

Teste:-

W. Griffin, Clerk.

Salem May-12 1893

James C. Deyere

I make this as my will to wit- I will to my wife Emily T. Deyere all of the estate I may be possessed of at my death after my just-due may be paid. If she should not outlive me then I will what I may be worth to Emily T. Taliaferro or her children if she may have any except- I will if my wife be dead the land I have on Fork- Lewis mountain to my Brother Lewis C. Deyere to do with- as he pleases that is to sell or use for his benefit.

In witness whereoff I hereunto affix my signature and seal the day and year first- having been written

J. C. Deyere (seal)

At-Roanoke County Court-September Term 1897.

The last-Will and Testament- of James C. Deyere, deceased, was this day produced in Court- and proved according to law, by the oaths of Henry B. Blair and Samuel Cornick, who depose that- they are well acquainted with the testator's hand- writing, and verily believe the said writing and the name thereto subscribed to- be wholly written by the testator's own hand. Whereupon, the said writing, is ordered to be recorded as the true last-Will and Testament- of the said James C. Deyere, deceased.

A Copy from the records of Court-

Teste-

W. Griffin, Clerk.