

the said H. Walter Phelps having often seen him write, and that the name of the said J. D. Woodley, subscribed as a witness to the said will, is in the hand-writing of the said J. D. Woodley,

J. H. Starr, (Seal)
R. L. Holmes (Seal)

Sworn and subscribed to before me,
this 16th day of Nov. 1907,

C. W. Ainsworth, C.S.C.

The facts sworn to in the foregoing affidavits are found to be true. It is therefore ordered that the will of whom H. Walter Phelps, together with the said affidavits, and this order be recorded & filed

C. W. Ainsworth, C.S.C.

State of North Carolina,
Washington County }

I swear that I believe this writing to be and contain the last will and testament of H. Walter Phelps, deceased; and that I will well and truly execute the same, by first paying his debts and then his legacies, as far as the said estate shall extend, or the law shall charge me; and that I will faithfully and honestly execute the office of Executor, agreeably to the trust and confidence reposed in me, and according to law. So help me, God.

Claudia C. Phelps. (Seal)

Sworn and subscribed before me,
this 16th day of Nov. 1907,

C. W. Ainsworth, C.S.C.

Know all men by these Presents:

That J. L. R. Mayo, of the County of Beaufort, State of North Carolina, being of sound mind and memory, do make, publish and declare this, my Last Will and Testament, in manner and form following, hereby revoking and declaring null and void any other will or testament by me heretofore made, that is to say:

First: I direct that all my just debts, to whomsoever due, shall be paid out of any funds belonging to my estate which shall first be available for that purpose.

Second: I give and devise unto my wife, Sarah P. Mayo, an estate for and during the term of her natural life in and to the house and lot on the north side of Main Street, Washington, D. C., where I now reside; and after her death the same shall become a part of my estate generally, and pass as hereinafter provided for the remainder of my real estate.

I also give and bequeath unto my said wife, all the household and kitchen furniture and effects in our said dwelling, except such as have heretofore been especially designated and set apart in severally, to certain of my children, who are herein given such designated and excepted articles absolutely.

I also give and devise unto my said wife an estate for and during the term of her widowhood only, in and to the rents and profits of the two houses and lots owned by me on the South side of Main Street, Washington, D. C., formerly owned by James L. Mayo. I further give and devise unto my said wife during the period of her widowhood only, one-ninth of the net rents and profits of all my real estate hereinafter devised, and direct that one-ninth thereof, either in cash or kind, shall be paid to her annually, during her widowhood, as aforesaid, and such one-ninth share or interest in the said net rents and profits is hereby declared a charge against

and ~~the~~ lie upon the said remainder of my real estate hereinafter devised, during the widowhood of my said wife, and the same shall be payable to her annually, as aforesaid, by my children, or other person entitled to collect and receive the same.

Third: Subject to the foregoing provisions for my wife, I give and devise unto my children, William H. Mayo, Grover T. Mayo, Edg. Mayo, Samuel R. Mayo, John B. Mayo, Charles C. (or Clarence) Mayo, James R. Mayo, and Jesse R. Mayo the following described several tracts or parcels of land, in severally; to have and to hold unto them for and during the term of their natural lives, respectively, with remainder over to their lawfully begotten children, respectively, and their heirs and assigns, in fee simple, upon condition, however, that the shares and parcels of such remaindermen, respectively, shall be held and preserved intact until such remaindermen shall severally and respectively become twenty-five years of age, that is to say:

Unto William H. Mayo, I give and devise for his life time, with remainder in fee to his lawfully begotten children, upon condition that the same shall be preserved for the use and benefit of said children until they severally and respectively become twenty-five years of age, the following described parcel of land;

Beginning on the main road at a ditch, Jesse R. Mayo's line, and running north with said ditch to C. D. Jones' line; ~~thence westwardly~~ ~~thence~~ thence westwardly with said Jones' line far enough to include five cuts of land, cornering at the ditch on the West side of said fifth cut; thence with said ditch southwardly to the main road and Eastwardly with said road to the beginning; containing 30 acres, more or less.

Unto Grover T. Mayo, I give and devise for the term of his natural life, with remainder

in fee to his lawfully begotten children, upon the same condition aforesaid, the following described parcel of land;

Beginning on the main road at a ditch, said William H. Mayo's west line and running north with said line ditch to C. D. Jones' line; thence Westwardly with said Jones' line far enough to include four cuts of land, or to the ditch on the West side of the fourth cut; thence South with said ditch to said main road and East with said road to the beginning; containing 30 acres more or less.

Unto Edg. Mayo, I give and devise for and during the term of his natural life, with remainder in fee to his lawfully begotten children, upon the same condition aforesaid, the following described parcel of land;

Beginning on said main road at a ditch, Grover T. Mayo's west line, and running north with said line ditch to the ditch dividing the C. D. Jones' and John H. Mayo land from my original farm; thence West with said ditch far enough to include four cuts of land, or to the ditch on the West side of the fourth cut; thence South with said ditch to the main road and East with said road to the beginning; containing 32 acres, more or less.

Unto Samuel R. Mayo, I give and devise for and during the term of his natural life, with remainder in fee to his lawfully begotten children, upon the same condition aforesaid, the following described parcel of land;

Beginning on said main road at the ditch, John H. Mayo's west line, and running north with said line ditch to the ditch which divides the John H. Mayo land from my original farm; thence West with said ditch so as to include four cuts of land, or to the four-foot ditch on the West side of said fourth cut; thence South with said four-foot ditch to the main road, and East with

said road to the beginning; containing 30 acres, more or less.

To John B. Mayo, I give and devise, for and during the term of his natural life, with remainder in fee to his lawfully begotten children, upon the same condition aforesaid, the following parcel of land:

Beginning on the main road on said four foot ditch, Samuel M. Mayo's west line, and running north with said ditch to the ditch that divides the John M. Mayo land from my farm, known as the Paul land; thence west with said ditch to J. C. Overtou's line, and thence south with said Overtou's line to the main road, and eastwardly with the said road to the beginning; containing 28 acres, more or less, and being known as the Paul land.

Unto Charles C. (or Clarence) Mayo, I give and devise for and during the term of his natural life, with remainder in fee to his lawfully begotten children, upon the same conditions, as aforesaid, the following parcel of land:

Beginning on the three foot ditch which divides my original farm from the land known as the John M. Mayo farm at C. D. Jones' west line; thence running northwardly with said ditch to the northeast corner of Augustus Jones' field; thence with the various courses of the proper lines of adjoining land owners to the main road, eastwardly to Bond's Creek Bridge; thence southwardly with said road to the bridge across the gut making out of Bond's Creek; thence down said gut to Bond's Creek and up said creek to the bridge on said main road; thence eastwardly with said road to a farm road, which I have made into my farm; thence southwardly with said farm road to said three foot ditch; thence eastwardly with said ditch to the beginning; containing about 13 acres of cleared and about 60 acres of woodland.

I give unto James L. Mayo, for and during the term of his natural life with remainder in fee to his lawfully begotten children, upon the same conditions aforesaid, the following parcel of land:

Beginning at said three foot ditch where it intersects the four foot ditch and running northwardly with said four foot ditch to the canal in the run of Bond's Creek; thence with said canal northwardly to the bridge on the main road over Bond's Creek; thence eastwardly with said road to the new farm road; thence southwardly with said farm road to said three foot ditch; thence westwardly with said three foot ditch to the beginning; containing about 20 acres of cleared and about 30 acres of woodland. I also give and devise unto the said James L. Mayo and his heirs in fee simple, the tract of land known as the James M. Potter land, lying on the east side of Bond's Creek and which George A. Paul purchased at foreclosure sale (see deed recorded in Book 127, page 602) and conveyed by said George A. Paul to me (see deed recorded in Book 128, page 424); containing forty acres, more or less.

Unto Jesse R. Mayo, I give and devise for and during the term of his natural life, with remainder in fee to his lawfully begotten children, upon the same condition aforesaid, the following land:

Beginning on the four foot ditch where the ditch which divides the Paul land from the John M. Mayo land intersects the same; thence running westwardly with said ditch to J. C. Overtou's line; thence northwardly with said Overtou's line and the same course continued to the line on the north side of a tract of land I bought of R. T. Bonner and wife (see deed recorded in Book 124, page 5) thence eastwardly with said line to Bond's Creek, and up said Bond's Creek to the Quinley line; thence the various lines with and around the Quinley land to the canal James L. Mayo's

line; thence up said canal to or near the four foot ditch, James L. Mayo's line, and with said four foot ditch to the beginning, containing about 14 acres of cleared and about 50 acres of woodland.

All the remainder of my land lying to the westward of the tract or parcel devised to Jesse R. Mayo, as aforesaid, I devise and direct to be equally divided, on the basis of value, between the said William S. Mayo, Grover T. Mayo, Ada Mayo, Samuel M. Mayo, and John B. Mayo, in which divisions, that part or parcel lying immediately west or next to said Jesse R. Mayo's tract, shall be allotted to William S. Mayo, the next to Grover T. Mayo, the next to Ada Mayo, the next to Samuel M. Mayo, and the last or most westward to John B. Mayo; to have and to hold, in severalty, unto them for and during the term of their natural lives, respectively, with remainder in fee to their several lawfully begotten children, respectively, upon the same condition as aforesaid, as to being held until such children shall become twenty-five years of age, respectively; provided, however, that the road which runs through my farm to Bond's Creek, and the road leading through the Clarner Mayo tract to said Creek, and the road leading through the Jesse R. Mayo tract to said Creek, and all necessary wharf and landing privileges on said Creek, appurtenant to both said Clarner Mayo and Jesse Mayo tracts, are hereby reserved, and easements therein granted for the use and benefit of the owners and occupants of the various lands herein devised; provided, further, that if any of my children, now surviving, shall die without issue of his or her body lawfully begotten, then the share and interest of such child or children shall descend to or vest in my other children, then surviving, or their children, as the case may be, per stirpes and not per capita, & this proviso shall apply to any and all

my real estate herein devised.

I also give and devise unto my said children, share and share alike, on the basis of value, all the rest and residue of my real estate of every character and description, to have and to hold unto them, for and during the term of their natural lives, respectively, with remainder in fee to their children respectively, upon the same conditions hereinbefore provided. It is stipulated, however, that my said children to whom woodland has been devised, either in whole or in part, may use such of the standing and growing timber thereon as ~~they may~~ deem necessary, and may cut and sell such timber on their several tracts of land herein devised, respectively, for their necessary maintenance and support, but may not sell or convey the same otherwise.

Fourth: I give and bequeath unto my said wife, out of my personal estate, the horse buggy, carriage and harness on my premises where I now reside, also One Thousand Dollars (\$1000.00) in cash and all my Life Insurance in the Charitable Brotherhood.

I give and bequeath unto my son James L. Mayo all notes, accounts and claims which I hold against him, (except such as have been contracted or incurred during the year 1901), and also all my interest in the North State Piano Company, and any and all claims and accounts in the Musical Instrument Business.

To my daughter, Ada, I give and bequeath One Thousand Dollars (\$1000.00) in cash, payable two years after my death.

To my son, Jesse, I give and bequeath Five Hundred Dollars (\$500.00) in cash, and to my son, Samuel, Five Hundred Dollars (\$500.00) in cash, and to Samuel Five Hundred Dollars (\$500.00) of stock in the Savings & Trust Company, and One Hundred (\$100.00) of stock in the Washington Drug Company.

To my infant son, John B. Mayo, I give and bequeath Two Thousand Dollars (\$2000.00) in cash, should he live for two years or more

after my death,

All of my farming implements, teams, horses and mules, wagons and carts, corn and provisions, boats and other personal property on or about my farm, I give and bequeath unto my five eldest sons.

All the remainder of my personal estate and effects of every character and description, I give and bequeath unto my wife and children in equal proportions, share and share alike.

I hereby constitute and appoint the Savings & Trust Company, of Washington, D.C. as Trustee for all Insurance or other monies herein devised to such of my children as may be under age at the time of my death; to be held or invested by the said Savings & Trust Company, as Trustee, for their use and benefit, respectively, without charge or commission therefor; and the said Savings & Trust Company is hereby authorized and empowered to collect and receive, and receipt for all Insurance and other monies herein devised to my minor children, as aforesaid, including insurance in the Royal Arcanum, made payable to such minor children, and also including the proceeds of sale of any stock, bonds or other personal property herein devised to such minor children, if such sale be necessary.

All interlineations herein were made and assented to before the execution hereof.

In witness whereof, I have hereunto set my hand and seal this 13th day of May, 1907.

L. R. Mayo, *Seal*

Signed, sealed, published and declared by the said L. R. Mayo, as and for his last Will and Testament in our presence, and in the presence of each of us, who in his presence and in the presence of each other, and at his request, do hereunto subscribe our names as attesting witnesses, this May 13th, 1907. Jno. G. Blount, Jr.
A. D. MacLean.

State of North Carolina }
Washington County, } ss. In the Superior Court.

A paper purporting to be the last Will and Testament of L. R. Mayo, deceased, is exhibited before me. The undersigned Clerk of the Superior Court for said County, by James B. Mayo, one of the devisees therein mentioned, and the due execution thereof by the said L. R. Mayo, proved by the oath and examination of Jno. G. Blount, Jr., and A. D. MacLean, the subscribing witnesses thereto, who being duly sworn, doth depose and say, and each for himself depose and swear, that he is a subscribing witness to the paper writing now shown him, purporting to be the last Will and Testament of L. R. Mayo; that the said L. R. Mayo, in the presence of this deponent subscribed his name at the end of said paper writing, which is now shown as aforesaid, and which bears date of the 13th day of May, 1907.

And the Deponent further saith, that the said L. R. Mayo, the testator aforesaid, did at the time of subscribing his name as aforesaid declare this said paper writing so subscribed by him and exhibited to be his last Will and Testament, and this deponent did thereupon subscribe his name at the end of said Will as an attesting witness thereto, and at the request and in the presence of said testator. And this deponent further saith, that at the same time when the said testator subscribed his name to the said last Will as aforesaid, and at the time of the deponent's subscribing his name as an attesting witness thereto, as aforesaid, the said L. R. Mayo was of sound mind and memory, of full age to execute a Will, and was not under any restraint to the knowledge, information or belief of this deponent; and further these deponents say not.

Jno. G. Blount, Jr.
A. D. MacLean

Severally sworn and subscribed,
this 8th day of May, 1908, before me,

C. W. Clouston
Clerk Superior Court

North Carolina } ss. In the Superior Court,
Washington County }
It is therefore considered and adjudged by
the Court that the said paper writing and every
part thereof is the last Will and Testament of
L. R. Mayo, deceased, let the said Will, together
with the probate, be recorded and filed.

This 8th day of May, 1908.

C. W. Thurston,
Clerk Superior Court,

Know All Men by These Presents:

That I, L. R. Mayo, of the County of
Beaufort, State of North Carolina, being of
sound mind and memory, do make, publish
and declare this Codicil to my Last Will
and Testament, dated May 13th, 1907, and
hereby in all other respects ratify and
confirm said Last Will and Testament,
that is to say:-

First: I give and devise unto my wife,
Sarah P. Mayo, an estate for and during
the term of her natural life in and to the
rents and profits of the two houses and
lots owned by me on the South side of
Main Street, Washington, North Carolina, formerly
owned by James L. Mayo, it being my desire
and intention that her estate therein shall
be for life instead of for widowhood. I
further give and bequeath unto my said
wife one-fifth of the residue or remainder of
my personal estate and effects not otherwise
bequeathed in my said Last Will and
Testament or in this Codicil, it being my
desire and intention that she should receive
one-fifth thereof instead of an equal or
one-ninth share with my children as
provided in the residuary clause of
my said Last Will and Testament.

Second: I give and bequeath unto my
daughter, Ada Mayo, the piano now in my
dwelling house, it being the only piano in

my possession. I also give and bequeath
unto my said daughter, Ada Mayo, one-fifth
of the general remainder or residue of my per-
sonal estate and effects instead of one-ninth
thereof as would be the effect of the residuary
clause in my said Last Will and Testament, it
being my desire and intention that my said
wife and my said daughter should each
receive one-fifth instead of one-ninth of the
personal property which would otherwise pass
under the residuary clause in said Last Will
and Testament.

Third: Unto my son James L. Mayo I give
and devise for and during the term of his
natural life all that tract of land situated
in Richland Township, Beaufort County, adjoining
the lands of M. R. Flowers, J. D. Aldridge, and
others, and being known as the William M.
Jervis Home Place, bounded on the West by
the land of M. R. Flowers, on the North by Bonds
Creek, on the East by C. R. Jarvis and M. R. Flowers
and on the South by the main road, provided,
however, that there is excepted and reserved a
right of way for a road over and upon the
said land which road shall run from the
main road, leading from Oregon to Aurora,
to Bonds Creek, and there is also excepted and
reserved a landing upon said Creek, and both
the said road and landing are to be held
and used in common by the said James
L. Mayo and the other devisees named in my
said Last Will and Testament and is intended
for their joint benefit and convenience; and it
is further stipulated that the said James L.
Mayo shall construct and maintain the said
road and landing. And after the death of
the said James L. Mayo I give and devise the
land above described unto my several child-
ren him surviving and their heirs forever,
including an equal share and interest
therein to the lawfully begotten children of
the said James L. Mayo and their heirs in
like manner.

I further give and bequeath unto my

said son, James R. Mayo, all costs and fees which shall be due and collectible at my death by virtue of my office as Clerk of the Superior Court of Beaufort County, with the exception of such fees or amounts as may be or become due for transcribing and recording certain old and unrecorded proceedings in reference to the sale and partition of lands in a book which has heretofore been provided for that purpose entitled "Record of Partitions and Divisions".

In Witness Whereof I have hereunto set my hand and seal this 7th day of February, 1908.

L. R. Mayo. *(Sd)*

Signed, Sealed, Published and declared by said L. R. Mayo as and for the first and only Codicil to his Last Will and Testament in the presence of us who in his presence and in the presence of each other, at his request, have hereunto subscribed our names as witnesses thereto.

This 7 day of February, 1908,

J. Harvey Myers,
A. D. MacLean,

State of North Carolina, } ss. In the Superior Court,
Washington County,

A paper purporting to be the Codicil to the last Will and Testament of L. R. Mayo, deceased is exhibited before me, the undersigned Clerk of the Superior Court for said County by James R. Mayo, one of the devisees therein mentioned, and the due execution thereof by the said L. R. Mayo as such Codicil proved by the oath and examination of J. Harvey Myers & A. D. MacLean the subscribing witnesses thereto, who being duly sworn, both depose and say, and each for himself depose and say, that he is a subscribing witness to the paper-writing, now shown him purporting to be the Codicil to the

last Will and Testament of said L. R. Mayo; that the said L. R. Mayo, in the presence of this deponent subscribed his name at the end of said paper-writing, which is now shown as aforesaid, and which bears date of the 7th day of February, 1908.

And the deponent further saith, that the said L. R. Mayo, the testator aforesaid, did at the time of subscribing his name as aforesaid declare the said paper-writing so subscribed by him and exhibited to be the only Codicil to his last Will and Testament, and this deponent did thereupon subscribe his name at the end of said Codicil, as an attesting witness thereto, and at the request and in the presence of said testator, and this deponent further saith, that at the same time when the said testator subscribed his name to the said Codicil as aforesaid, and at the time of the deponent's subscribing his name as an attesting witness thereto, as aforesaid, the said L. R. Mayo was of sound mind and memory, of full age to execute a Will and Codicil thereto, and was not under any restraint, to the knowledge, information or belief of this deponent; and further these deponents say not.

J. Harvey Myers,
A. D. MacLean,

Solemnly sworn and subscribed,
This 8th day of May, 1908, before me:

W. W. Tansboro,
Clerk Superior Court.

North Carolina, } ss. In the Superior Court,
Washington County,

It is therefore considered and adjudged by the Court that the said paper-writing and every part thereof is the only Codicil to the last Will and Testament of L. R. Mayo, deceased. Let the said Codicil, together with the probate, be recorded and filed, together with said last Will and Testament.

This 8th day of May, 1908.

W. W. Tansboro,
Clerk Superior Court.

In the name of God, Amen.
I William M. Chisson, of Washington County,
State of North Carolina, being of sound and
disposing mind do make and declare my
last will and testament as follows:

Item I. I desire that my executors shall
pay my burial expenses and all my just
indebtedness.

Item II. After my indebtedness shall have
been paid I give and bequeath all of my
estate, real, personal and mixed to my
beloved wife Frances C. Chisson during
the term of her natural life or widowhood
and then in case of her death or marriage,
said estate shall be divided equally among
my children.

Item III. I appoint my sons Thos. M.
Chisson & W. J. Chisson executors to this
my last will and testament hereby re-
voking all former last wills and testaments.

In testimony whereof I hereunto set my
hand and seal on the 25th day of Sep. 1897.
W. M. Chisson. *Qual.*

Signed & sealed in presence of
C. A. R. Gaylord.
Felix Chisson.

North Carolina, Washington County, }
In the Superior Court before the Clerk, }

In the matter of the will of W. M.
Chisson, deceased, the paper-writing hereto
attached and purporting to be the last will
and testament of W. M. Chisson deceased,
is exhibited before the undersigned Clerk
of the Superior Court of Washington County,
North Carolina, by Thos. M. Chisson and W.
J. Chisson, the executors therein named, and
thereupon the following proof is taken by
the oath and examination of Felix Chisson,
one of the subscribing witnesses thereto, and
of James J. Snell, as follows:

North Carolina, Washington County,
Felix Chisson, being duly sworn,

deposes and says that he is a subscribing
witness to the said paper-writing now shown
him, purporting to be the last will and
testament of W. M. Chisson, and that he saw
W. M. Chisson execute this writing as his last
will and testament, and that affiant attested
it in the presence and at the request of said
W. M. Chisson, deceased, and that at the time of
its execution said W. M. Chisson was, in affiant's
opinion, of sound mind and disposing memory.
Affiant further swears that C. A. R. Gaylord, the
other subscribing witness to said will, signed
the same as a witness in the presence of affiant
and that affiant saw him sign the same, and
that said C. A. R. Gaylord is now dead.
Felix Chisson.

Subscribed and sworn to before me,
this 28th day of April, 1908.

C. W. Canshaw,

Clerk Superior Court.

North Carolina, Washington County,

James J. Snell, being duly sworn, deposes
and says that he is well acquainted with the
handwriting of C. A. R. Gaylord, one of the subscribing
witnesses to the paper-writing purporting to be
the will of W. M. Chisson, deceased, which is
hereto attached, dated the 25th day of Sep-
tember, 1897, having often seen him write,
and that the name of the said C. A. R. Gaylord
subscribed as a witness to said will is in the
genuine handwriting of the said C. A. R. Gaylord;
and affiant further swears that he is well
acquainted with the handwriting of W. M.
Chisson, deceased, whose will the attached
paper-writing, dated the 25th day of September,
1897, purports to be, having often seen him
write, and that the name of the said W. M.
Chisson subscribed to said will is in the gen-
uine handwriting of the said W. M. Chisson.

James J. Snell,
Subscribed and sworn to before me,
this 29th day of April 1908.

C. W. Canshaw,

Clerk Superior Court.