

State of South Carolina

Know all men by these presents that I James Milled Johnson of the City of Charleston in the State aforesaid attorney at Law am held and firmly bound unto Robert Benthams of the City and State aforesaid Attorney at Law as trustee of Eleanor Sophia Reid in the full & just sum of Fifty Thousand dollars to be paid to the said Robert Benthams his certain attorney or attorneys administrators and assigns to which payment well & truly to be made and done, I bind myself and each and every of my heirs executors and administrators jointly and severally firmly by these presents made with my seal and dated this fifth day of April in the year of our Lord one thousand Eight hundred and twenty and in the forty fourth year of the Independence of the United States of America.

Whereas a Mortgage by Jons Milled Johnson is wholly intended to be had and solemnized between the said James Milled Johnson and Eleanor Sophia Reid And whereas the said Eleanor Sophia Reid is seized in fee simple and entitled unto one undivided moiety of all that lot piece or parcels of land situate lying and being on the West side of Meeting Street Road near the City of Charleston measuring as follows Containing in front on Meeting Street Road aforesaid sixty feet and in depth from East to West two hundred and one feet and on the western line fifty four feet and six inches known and distinguished in the plat of Land as below going to the late James Reid made on the second day of June one thousand nine hundred and eighty eight by B. Beckman Surveyor by the number twenty five (N: 25) Putting and Bounding Eastward by on Meeting Street Road aforesaid for the whole above said Street Westward by on Lot number twelve (N: 12) and Northward by on Lot number twenty four (N: 24) also one undivided moiety of all that other lot piece or parcel of land situate lying and being on the West side of Meeting Street Road and adjoining to the Lot number twenty five (25) and known in the plat aforesaid by the number twenty five (N: 24) measuring and containing in front on Meeting Street Road aforesaid sixty feet and in depth from East to West on the South line two hundred and one feet on the North line two hundred and two feet and on the Back or West line fifty four feet and six inches Putting and Bounding Eastward by on Meeting Street Road aforesaid Southward by on Lot Number twenty five (N: 25) Westward by Lot number twelve (N: 12) and Northward by on Lot number twenty three (N: 23) also one undivided moiety of all that other lot piece or parcel of land situate lying and being on the West side of Meeting Street aforesaid and adjoining to the Lot number twenty four (N: 24) and known in the plat aforesaid by the number twenty three (N: 23) measuring and containing in front on Meeting Street aforesaid sixty feet in depth on the South line two hundred and two feet on the North line two hundred and three feet and on the Back or Western line fifty four feet and six inches Putting and Bounding Eastward by on Meeting

That said aforesaid Southwardly on Lot number twenty four Westwardly
 on Lot number twelve and Northwardly on Lot number twenty two, also
 one undivided moiety of all that other lot piece or parcel of land situate lying
 and being on the West side of Meeting Street load aforesaid and also joining to
 Lot number twenty three, and known in the plat aforesaid by the number
 twenty ten (N^o 23). Measuring and containing in front on Meeting Street load
 aforesaid sixty feet in depth on the South line two hundred and thirty six
 inches, on the West Street two hundred and a five feet and on the back or Western
 line fifty four feet and six inches, Butting and Bounding Eastwardly on Meet-
 ing Street aforesaid, Southwardly on Lot number twenty three (N^o 23). Westwardly
 on Lot number twelve and Northwardly on the West line also one undivided moiety of
 all that other lot piece or parcel of land situate lying and being on the East
 side of the City of New London and adjoining to the Lot number twenty two, twenty
 three, twenty four, twenty five and known in the plan aforesaid by the
 number twelve (N^o 12). Measuring and containing in front on River Street aforesaid
 fifty four feet in depth on the East line two hundred and eighty feet
 on the West line two hundred and twelve feet and on the West Street fifty six feet
 Butting and Bounding Southwardly on River Street aforesaid on Northwardly
 on the West Street aforesaid on Lot number twenty two, twenty three, twenty four
 and twenty five and occasionally on Lot number Eleven also one undivided
 moiety of all that other lot piece or parcel of land situate lying and being on
 River Street aforesaid and adjoining to the Lot number twelve and known in
 the plat aforesaid by the number eleven (N^o 11). Measuring and containing in
 front on River Street aforesaid fifty four feet in depth on the East line two hun-
 dred and twelve feet, on the West line two hundred and five feet and on the West Street
 fifty six feet Butting and Bounding Southwardly on River Street aforesaid North-
 wardly on the West Street aforesaid on Lot number (12) twelve and Westwardly on
 Lot number eleven to
 number ten (N^o 10). Also one undivided moiety
 of all that other lot piece or parcel of land situate lying and being on the East
 side of King Street and known in the plat aforesaid by the number three (N^o 3).
 Measuring and containing in front on King Street fifty five feet and in depth
 on River Street two hundred and one feet on the North line two hundred and two
 feet and on the Back or East line fifty two feet Butting and Bounding West-
 wardly on King Street aforesaid Southwardly on River Street Eastwardly on
 Lot number Eight, now belonging to
 and Northwardly on Lot number
 two now belonging to
 Also one undivided moiety of all that other lot
 piece or parcel of land, situate lying and being on the East side of Meeting
 Street aforesaid and known in the plan aforesaid by the number thirty five (N^o 35).
 Measuring and containing in front on Meeting Street aforesaid sixty two
 feet and six inches and in depth on River Street two hundred and twenty
 feet on the North line two hundred and twenty feet and on the Back

line on Nassau Street sixty two feet and six inches, Butting and bounding
 Northwardly on lot number thirty four (N. 34) Southwardly on Red Street
 Eastwardly on Nassau Street and Westwardly on Meeting Street road
 aforesaid, also an undivided moiety of all that other lot piece or parcel
 of land situate lying and being on the East side of Meeting Street road
 aforesaid adjoining to the lot number thirty four and known in the
 plat aforesaid by the number thirty four (N. 34) measuring and contain-
 ing in front on Meeting Street road aforesaid sixty two feet and six inches
 and in depth on the Southern line two hundred and twenty feet on the
 Northern line two hundred and twenty eight feet, and on the back
 line on Nassau Street sixty two feet and six inches, Butting and bound-
 ing Northwardly on lot number thirty three (N. 33) now belonging to
 Southwardly on lot number thirty five, Eastwardly on Nassau Street and
 Westwardly on Meeting Street road aforesaid, which said several Lots of
 Land had such shape form and marks as are delineated and expressed
 and distinguished by Red lines in a plat then annexed to a certain
 deed of Conveyance from Mary Chaspin to Mary Elizabeth Reid and
 Edward & Sophia Reid recorded in the office of the Register of Middlesex
 County, Charleston district in Book O 11:8 Page 315 - referred being
 thereunto had well more fully appeared, And also the undivided moiety
 or equal half part of all that plantation or tract of Land containing
 Two hundred acres, situate in the district of Orangeburg in the State aforesaid
 on the waters of South Edisto, bounded by lines running South Eastward-
 ly by lands now or late belonging to Michael Sigler, Jeremiah McDonald
 and lands late set to persons unknown - North Westwardly by land
 now or late of Doctor David Jeremiah McDonald and John Rutledge
 which tract or plantation was granted on the fifth day of October 1789
 to James Reid deceased, also to an undivided fourth part of all that plan-
 tation or tract of land containing Fourteen hundred acres situate on the
 North side of Santee River near Nelsons Ferry (which whereas also the said
 Edward & Sophia Reid is likewise interested in and entitled to the undivided
 moiety or equal half part of certain Bonds made and executed by the Messrs.
 Governors of the Island of Jamaica and others for the payment of the sum
 of Forty Eight thousand dollars with interest thereon from the first day of
 January one thousand Eight hundred and seventeen in six annual in-
 stalments of Eight thousand dollars each secured by a Mortgage of land
 and personal property in the said Island of Jamaica, which said Bonds
 or obligations were taken and received as a compromise of the debt in-
 stituted in the Court of Chancery in and for the said Island by Ann
 Gale Phillips and others against Samuel Smith and others and are
 subject and liable to the payment in the first instance of the Charges

and expenses as so arranged and paid by Messrs. Mifflin and Ward of the said Island Merchants, and claims of the said Eleanor Sophia Reid and her sister Mary Elizabeth Reid, also bound undivided moiety or equal half part of a considerable debt due to Pierce Butler Esquire formerly of the City and State of New York but now of the City of Philadelphia to her father James Reid deceased the amount of which is not yet ascertained. Also to a female negro Slave named Harriet Reid which as it has been agreed by and between the said parties upon the aforesaid treaty of settlement that all and singular the property hereinafter mentioned hereinbefore mentioned and specified in or to which the said Eleanor Sophia Reid is or was seized, possessed or entitled, and also any other property real or personal which hereafter may descend or come to the said Eleanor Sophia Reid by descent distribution and bequest gift or otherwise hereafter shall be conveyed assigned transferred and conveyed firmly and effectually to the said Robert Benthall his heirs executors administrators and assigns in trust for the uses and purposes hereinafter mentioned expressed or intended concerning the same. Subject to the power of revocation hereinafter expressed but by reason of the minority of the said Eleanor Sophia Reid the same cannot at present be effected -

Now the Condition of the above Stipulations such that in case the said intended marriage between the said James Shedd Johnson and Eleanor Sophia Reid, shall take effect, if the said James Shedd Johnson shall and lawfully after the consummation of the said intended marriage as circumstances may well permit so that the same be done within three months after the said Eleanor Sophia Reid hereinafter in full shall have attained the full age of twenty one years be full and sufficient conveyances and assurances in the said bargain well conveying a true transfer assign and set over firmly and securely to the said Robert Benthall his heirs executors administrators and assigns one undivided moiety of all those nine lots of land situated on Chick's Creek, hereinafter particularly described also one undivided moiety of all that plantation or tract of land containing Five hundred acres Situate in the district of Orangeburg hereinafter described also one undivided fourth part of all that plantation or tract of land containing fourteen hundred acres Situate on the north side of Gunpowder Road between Long hereinafter also described, also and moiety of the aforesaid Bonds of Benjamin Smith & Co. of the Island of Jamaica Conditioned for the Payment of the full and just sum of Forty eight thousand dollars with interest thereon from the first day of January one thousand eight hundred and seventeen hereinafter more particularly mentioned together with and moiety of all interest now due thereon, also and moiety of the debt and by Pierce Butler as herein before mentioned and also the female negro Slave named Harriet together with her future issue and increase in trust upon the life as to the said

real estate and the said said that he the said Robert Pontham his heirs
 executors administrators and assigns during the lifetime of the said James
 Midell Johnson and Elana Sophia Reid his intended wife shall will
 authorize permit and suffer the said James Midell Johnson to receive
 and take the rents issues and profits thereof and of every part and
 parcel thereof without impeachment of waste as to the Real Estate for
 the purpose of maintaining the said Elana Sophia Reid and her children
 not to be subject in any case or way whatsoever to the debts contracts or
 engagements of the said James Midell Johnson and from and after
 the death of the said Elana Sophia Reid should she die before the
 said James Midell Johnson leaving any child or children grand child
 or grand children living at her death then in trust that he the said
 Robert Pontham his heirs executors administrators and assigns dur-
 ing the lifetime of the said James Midell Johnson shall and will
 authorize permit and suffer him the said James Johnson to take
 and receive the rents issues and profits thereof and of every part and
 parcel thereof without impeachment of waste as to the real Estate
 for the purpose of maintaining and educating such child or
 children grand child or grand children in such manner as
 he in his discretion shall see fit without being accountable to them or
 to any of them one or more for the same but not to be liable in any manner or way
 whatsoever to his debts contracts or engagements and from and after the
 death of the said James Johnson then in trust to and for the use benefit
 and behoof of such child or children grand child or grand children
 his her or their heirs executors administrators and assigns for ever if
 more than one as tenants in common such grand child or grand chil-
 dren representing their respective parents and taking between only the share
 which their respective parents would have taken if they had survived
 the said James Johnson and that the said Robert Pontham his
 heirs executors administrators shall at the request costs & charges of
 such child or children well and sufficiently convey transfer and
 assign over unto him her or them the legal Estate in the said prop-
 erty real and personal so as to make his her or their title perfect in
 the same, and in case any of such children or grand children should
 die during the life time of the said James Johnson that is to say the
 females before marriage or the age of twenty one and the males before
 the age of twenty one, and without having lawful issue then living
 then as to the share of such child or children in trust from and after
 the death of the said James Johnson to and for the use benefit &
 behoof of the said other child or children grand child or grand chil-
 dren his her or their heirs executors administrators and assigns if more

them as tenants in common the grand children representing their
 respective parents & taking between them only the share which the respec-
 tive parents would have taken if they had survived the said James S
 Johnson and as to the share of any such grand children who alone may
 take the whole of a parents share or as to the share of any such grand
 children who together may take the whole of a parents share, In trust from
 and after the death of the said James S Johnson to and for the same uses
 as those last mentioned. But as to the share of any one or more of such
 grand children who together with his her or their surviving brothers &
 sisters may take the whole of a parents share in trust from and after
 the death of the said James S Johnson to and for the use benefit &
 behoof of his her or their Brothers and Sisters his her or their heirs executors
 administrators and assigns if more than one as tenants in common But in
 case the said Eleanora Sophia Reed should die before the said James S Johnson
 having no child or children grand child or grand children living at
 her death and they should all die in the life time of the said James S
 Johnson unmarried and without issue then in trust from and after the
 death of the said Eleanora Sophia Reed as to one moiety or equal half
 part of the said Real Estate and Slave Harriet with her future issue
 and increase to and for the sole use benefit and behoof of the said James
 S Johnson his heirs executors administrators and assigns for ever and
 that the said Robert Penland his heirs executors and administrators
 shall at the request costs and charges of the said James S Johnson could
 and sufficiently convey transfer and assign over unto the said James S
 Johnson the legal Estate in the said moiety or half part of the said
 property real and personal so as to make his title perfect in the same
 And as to the other moiety or equal half part of the said property real
 and personal in trust to and for such person or persons in such manner
 and Estate as she the said Eleanora Sophia Reed notwithstanding her
 Coverture shall by her last will and testament in writing duly exe-
 cuted or any instrument purporting to be so direct him or appoint him
 in default of such appointment then in trust to and for the sole use
 benefit and behoof of the said James S Johnson his heirs executors ad-
 ministrators and assigns for ever. But in case the said James S Johnson
 should die before the said Eleanora Sophia Reed having any child or
 children grand child or grand children issue of the said father and
 married living at his death then in trust from and after the death
 of the said James S Johnson to and for the sole separate and peculiar
 use benefit and behoof of the said Eleanora Sophia Reed during her
 natural life not to be subject to the control or debts of any future
 husband or husbands and in short as if she would always be a

June 18th, and a full and after the death of the said Eleanora Sophia Reed in case she should any child or children from a child or grand child issue of the said Eleanora Sophia Reed and marriage or of any future or other marriage or marriages of both living at her death then in trust to for the use benefit and behoof of such child or children grand child or children issue of the said Eleanora Sophia Reed and of any future and other marriage or marriages of both his her or their heirs executors administrators and assigns for ever if more than one as tenants in common such grand child or grand children representing them in part or partly and taking between them only the share to which their respective parents would have been entitled and no difference being made between the issue of the respective marriages and that the said Robert Bonthorn his heirs executors administrators and assigns shall at the request costs and charges of such child or children grand child or grand children well and sufficiently convey transfer and assign over unto him her or them the legal estate in the said property real and personal so as to make his her or their little part in the same and in case any such child or grand child should die during the life time of the said Eleanora Sophia Reed that is to say the females before marriage or the age of twenty and the males before the age of twenty one and without leaving issue then his or her share or shares of such child or children grand child or grand children in trust to hold and after the death of the said Eleanora Sophia Reed to use for the same uses intents and purposes as and himself declared limited and expressed of and concerning the share or shares of such child or children grand child or grand children as should die before the said James Johnson But in case the said James Johnson should die before the said Eleanora Sophia Reed leaving no child or children grand child or grand children issue of the said Eleanora Sophia Reed living at his death and he should have such child or children grand child or grand children living at his death and they should all die in the life time of the said Eleanora Sophia Reed or previous to the said Eleanora Sophia Reed contracting a second marriage married and without issue then in trust to hold and after the death of the said James Johnson to use for the sole separate and peculiar use benefit and behoof of the said Eleanora Sophia Reed his heirs executors administrators and assigns for ever and that the said Robert Bonthorn his heirs executors administrators and assigns shall at the costs and charges and at the request of the said Eleanora Sophia Reed well and sufficiently convey transfer and assign over unto the said Eleanora Sophia Reed the legal estate in the said property

lead and personal as to make her title perfect in the same and as to the Ninety or Equal Half part of the said Princes Estates of the said Princes and others herein before mentioned, and the Ninety or Equal Half part of the debt due by Prince Butler, Edward herein before stated and all and every sum and sums of Money which he or both can shall or may be or become vested and payable to the said Eleanor Sophia Reed or to the said James Johnson in his right in trust that the said Robert Buttham his heirs executors administrators and assigns should stand possessed of and entitled unto all and singular the said last mentioned trust estate and premises when and so often as any part thereof shall be or become due and payable in manner aforesaid for the uses intents and purposes herein after mentioned that is to say for the use and to the intent and purpose that he the said Robert Buttham his heirs executors and administrators should and will when and so often as he or they should receive any sum and sums of money find the sum or any part thereof and expend the same in purchasing such real or personal property as both as the said Robert Buttham his heirs executors and administrators and the said James Johnson should think most advantageous to the said James Johnson and Eleanor Sophia Reed to be conveyed bargained sold assigned transferred and set over jointly and severally by the persons aforesaid or selling and transferring the same (the said James Johnson also joining in such deed or deeds and thereby signifying his assent thereto) unto the said Robert Buttham his heirs executors and administrators according to the nature of the property in trust nevertheless to and for the same uses and purposes as those already expressed and declared of and concerning the said Real Estate and said Heirs before mentioned being and being had to the nature of the property which it may be Real and the Estate or benefit to be derived from such Real property to the said James Johnson and Eleanor Sophia Reed during their joint lives and to the survivor during his or her life without impeachment of waste, and so as not to be subject to the debts and engagements of the said James Johnson, Princes or the life of him after it shall appear to the said James Johnson during his life and the said Robert Buttham his heirs executors and administrators to the said Eleanor Sophia Reed after the death of the said James Johnson, and the said Robert Buttham his heirs executors and administrators to be most for the advantage of the said parties that the whole or any part of the said property lead or personal or the whole or any part of the property lead or personal which might hereafter be purchased with the proceeds arising from the aforesaid Princes or Estates of Princes and others or from the debt due by Prince Butler Esq. herein before mentioned, should be sold and the monies arising therefrom be applied in and upon and in the purchase of other —

property real or personal both then and in such case it shall be lawful
 & aid for the said James Johnson in his life time and the said Eleanor
 Sophia after his death by his or her deed properly executed in the presence
 of two or more credible witnesses (the said Robert Bontham, his heirs executors
 administrators and assigns as the case may be joining in the same
 and thereby signifying his or their consent and approbation to execute and
 make such use and uses heretofore limited & declared of and
 concerning such property and to limit and declare any new use or uses of
 concerning the same, as was used and at the time of making such use and
 and limiting any new or other use or uses of concerning the said property the
 said James Johnson in his life time and the said Eleanor Sophia Reid
 after his death by his or her deed properly executed in the presence of two or
 more credible witnesses do transfer assign and set over unto the said Robert
 Bontham his heirs executors administrators and assigns as the case may
 be and require the monies or specialties arising from the sale of the said prop-
 erty at trust to and for the use intent and purpose of purchasing such other
 property real or personal or both as the said James Johnson in his life time
 or the said Eleanor Sophia Reid after his death, and the said Robert
 Bontham his heirs executors administrators and assigns as the case may
 be shall think most for the advantage of the said parties to be firm by &
 security conveyed bearing and sole evidence transferred and assigned and
 set over by the person or persons so selling the same, the said James Johnson
 in his life time and the said Eleanor Sophia Reid after his death joining in
 such deed and thereby signifying his or her assent thereto unto the said Robert
 Bontham his heirs executors administrators and assigns as the case may be
 and require according to the nature of the property, on trust nevertheless
 to and for the same uses and purposes as those already expressed or at least as
 many of them as may be then practicable and being had to the nature of
 the property where it may be used and the Estate or benefit to be derived
 from such real property to the said James Johnson and the said Eleanor
 Sophia Reid during their joint lives and to the Survivor during her life
 being without impeachment of waste and so as not to be subject to the debts
 and engagements of the said James Johnson. So that having do the same
 power unto the said James Johnson in his life time and to the same power
 in the said Eleanor Sophia Reid after his death of purveying or annulling
 the use or uses of the whole or part of such property acquired by the sale or dis-
 posal of the aforesaid real and personal Estate or any part thereof either imme-
 diately or remotely and of limiting and appointing any new use or uses
 of concerning the same. Provided also that it shall and may be lawful
 and for the said Robert Bontham his heirs executors administrators and
 assigns Trustees or Trustees as the case may be from time to time in the

first place to deduct and retain and reimburse himself or themselves respectively out of the rents issues and profits of the real and personal Estate to be conveyed to him or them as aforesaid all such costs and Charges as he or they shall or may pay or expend sustain or be put to in and about the performance and execution of the same trusts to be imposed on him or them or in any wise concerning the same. And further that in case after the solemnization of the said intended marriage any other property real or personal or both should descend or come to the said Elcom or Sophia Reed by descent distribution devise bequest gift or otherwise then and in that case if he the said James S Johnson should and will as soon as circumstances will permit at the request of the said Robert Benthams his heirs executors administrators or assigns convey grant bargain sell transfer assign and set off finally and securely such property real or personal unto the said Robert Benthams his heirs executors administrators and assigns according to the nature of the property in trust upon the lands to and for the same uses and purposes and subject to the said form of limitation and limitation of new uses as those already expressed and specified of and concerning the Estate real and personal herein before mentioned and described having had to the nature of the property which it may be had and the Estate or benefit to be derived from such said property to the said James S Johnson and Sarah Sophia Reed during their joint lives and to the survivor during his or her life being without impeachment of waste and so as not to be subject to the debts and engagements of the said James S Johnson then and in such cases and at all times past and after such settlements conveyances and assurances shall be made by the said James S Johnson his present obligation shall be void and of no effect or else remain in full force and virtue -

J. S. Johnson . L.S.
R. B. Benthams . L.S.

Signed Seal & delivered in the presence of Thos. Denny & N. B. Briston
Thomas Denny being duly sworn made oath that he was present and saw James S Johnson and Robert Benthams sign and deliver the foregoing instrument of writing for the uses & purposes therein mentioned and that he with N. B. Briston witnessed the same -
Signed to be read and this 10th of April 1820. Pres. Ex. Sec. Not Pub.

Recorded 10th April 1820

The State of South Carolina

Know all men by these presents that I Henry Briston of the City of Charleston in the State of said South Carolina and held and finally bound unto Robert Benthams of the City and State aforesaid attorney at Law as trustee of Mary E Reed in the full and possession of Fifty thousand dollars to be paid to the said Robert Benthams his certain attorney Executors administrators & assigns to which payment well and truly to be made and done I bind myself and each and every of my

his executors and administrators jointly and severally firmly by this present sealed with my seal and dated this fifth day of April in the year of our Lord one thousand Eight hundred and twenty and in the forty fourth Year of the Independence of the United States of America

Whereas a Marriage by God permitted is shortly intended to be had and solemnized between the said Henry Brytton and Mary E. Reid, and whereas the said Mary E. Reid is seized in fee simple and entitled unto the real and personal Estate herein after mentioned and described that is to say one undivided moiety of all that Lot piece or parcel of Land situate lying and being on the West Side of Meeting Street road near the City of Charleston measuring and containing in front on Meeting Street road aforesaid Sixty feet and in depth from East to West two hundred and one feet and on the Western line Fifty four feet and six inches known and distinguished in the plat of Lands belonging to the late James Reid made on the second day of June Instant hundred and Eighty Eight by B. B. B. by the number twenty five (N: 25). Butting and bounding Eastwardly on Meeting Street road aforesaid Southwardly on Reid that Westwardly on Lot number twenty four (N: 24) and Northwardly on Lot number twenty five (N: 25) Also one undivided moiety of all that other Lot piece or parcel of Land situate lying and being on the West Side of Meeting Street road and adjoining to the Lot number 25. and known in the plat aforesaid by the number twenty four (N: 24) measuring and containing in front on Meeting Street road aforesaid Sixty feet and in depth from East to West on the South line two hundred and one feet on the North line two hundred and two feet and on the Back or West line fifty four feet six inches butting and bounding Eastwardly on Meeting Street road aforesaid Southwardly on Lot number twenty four (N: 24) Westwardly on Lot number twenty three (N: 23) and Northwardly on Lot number twenty three (N: 23). Also one undivided moiety of all that other Lot piece or parcel of Land situate lying and being on the West Side of Meeting Street road aforesaid and adjoining to the Lot number twenty four (N: 24) and known in the aforesaid plat by the number twenty three (N: 23) measuring and containing in front on Meeting Street road aforesaid Sixty feet in depth on the South line two hundred and two feet on the North line two hundred and three feet and six inches and on the Back or Western line fifty four feet and six inches Butting and bounding Eastwardly on Meeting Street road aforesaid Southwardly on Lot number twenty four (N: 24) Westwardly on Lot number twenty three (N: 23) and Northwardly on Lot number twenty three (N: 23) Also one undivided moiety of all that other Lot piece or parcel of Land situate lying and being on the West Side of Meeting Street road aforesaid and adjoining to Lot number twenty three (N: 23) and known in the plat aforesaid by the number twenty two (N: 22) measuring and containing in front on Meeting Street road aforesaid Sixty

feet and in depth on the South line two hundred and three feet and
 six inches on Wolfe Street two hundred and five feet and on the back
 or Western line fifty four feet and six inches, Butting and Bounding
 Eastwardly on Meeting Street Road aforesaid Northwardly on lot number
 twenty three (N:23) Westwardly on lot number twelve and Northwardly on
 Wolfe Street, also an undivided moiety of all that other lot piece or parcel of
 land situate lying and being in Reed Street near the City of Charleston
 adjoining to the lots numbered twenty ten, twenty three, twenty four and twenty
 five and known in the place aforesaid by the number twelve (N:12). Measuring
 and containing in front on Reed Street aforesaid fifty four feet and in depth
 on the East line two hundred and eighty feet on the West line two hundred and
 twelve feet and on Wolfe Street fifty six feet Butting and Bounding South-
 wardly on Reed Street aforesaid Northwardly on Wolfe Street Eastwardly on lot
 number twenty two, twenty three, twenty four and twenty five and Westwardly on
 lot number eleven. Also an undivided moiety of all that other lot piece or parcel of
 land situate lying and being on Reed Street aforesaid and adjoining the lot
 numbered twelve and known in the place aforesaid by the number eleven (N:11)
 Measuring and containing in front on Reed Street aforesaid fifty five feet and
 depth on the East line two hundred and twenty feet on the West line two
 hundred and five feet and on Wolfe Street fifty six feet Butting and Bounding
 Southwardly on Reed Street aforesaid Northwardly on Wolfe Street Eastwardly on
 lot number twelve and Westwardly on a lot numbered ten (N:10) now belonging
 to. Also an undivided moiety of all that other lot piece or parcel of
 land situate lying and being on the East side of King Street and known
 in the place aforesaid by the number three (N:3). Measuring and containing
 in front on King Street fifty five feet and in depth on Reed Street two hun-
 dred and one feet on the north line two hundred and two feet and on the
 Back or East line sixty two feet, Butting and Bounding Westwardly on
 King Street aforesaid Northwardly on Reed Street Eastwardly on lot num-
 ber eight now belonging to and Southwardly on lot number two now
 belonging to. Also an undivided moiety of all that other lot
 piece or parcel of land situate lying and being on the East side of Meeting
 Street Road and known in the place aforesaid by the number thirty five (N:35)
 Measuring and containing in front on Meeting Street Road aforesaid sixty two
 feet and six inches and in depth on Reed Street two hundred and thirteen
 feet on the north line two hundred and twenty feet and on the Back
 line on Market Street sixty two feet and six inches, Butting and Bounding
 Northwardly on lot number thirty four (N:34) Southwardly on Reed Street
 Eastwardly on Market Street and Westwardly on Meeting Street Road
 aforesaid. Also an undivided moiety of all that other lot piece or parcel
 of land situate lying and being on the East side of Meeting Street Road

aforesaid adjoining to the Lot number thirty four and known in the
 plat aforesaid by the number thirty four (N: 34) measuring and containing
 in front on meeting street aforesaid sixty two feet and six inches and in
 depth on the front line two hundred and twenty feet on the north
 line two hundred and twenty eight feet and on the back line on a part
 on street sixty two feet and six inches butting and bounding north-
 wardly on lot number thirty three (N: 33) now belonging to
 Southwardly on lot number thirty five Eastwardly on Chapel Street
 and Westwardly on meeting street aforesaid which said several lots
 of land have such shape form and marks as are delineated and expressed
 and distinguished with Red lines in a plat hereof annexed to a cer-
 tain deed of Conveyance from Mary Swazard to Mary Elizabeth Reid
 and Elanor Aphiea Reid, recorded in the Office of the Register of Deeds
 Conveyances Charleston district in Book C. N: 8 page 345 reference being
 thereunto had will more fully appear, also to one ^{undivided} equal moiety or eg-
 ual half part, of all that plantation or tract of land containing
 five hundred acres, Situate in the district of Orangeburg in the State
 aforesaid on the waters of South East bounded by lines running South
 Eastwardly by lands now or late belonging to Michael Seigler Sumiak
 McDonald and lands laid out to persons unknown, northwardly
 by lands now or late of Doctor Percie Sumiak McDonald also John
 Partidge which tract or plantation was granted on the fifth day of
 October 1789 to James Reid deceased, also to one undivided fourth part of
 said that plantation or tract of land containing four hundred acres
 situate on the north side ofantee river near Nelsons Ferry and whereat
 also the said Mary & Elanor is known, interested in and entitled to one
 undivided moiety or Equal half part of certain Bonds made and executed
 by the Messrs. Trustees of the Island of Samarra (instituted for the Payment
 of the Sum of Forty eight thousand dollars with interest thereon from the
 first day of January and thousand Eight hundred and ~~eighteen~~ ^{seventeen} ~~seventeen~~
 in six equal annual instalments of Eight thousand dollars each secured by a
 Mortgage of Real and Personal property in the said Island of Samarra which
 said Bonds and obligations were taken and received as a compromise of
 the suit instituted in the Court of Chancery in and for the said Island
 by Ann Sale Phillips and others against Samarra and others and
 is subject and liable to the payment in the first instalment of the Charges and
 expenses advanced and paid by Messrs. Ingham & Howard of the said Island
 Merchants and attorneys of the said Mary & Elanor and her sister Elanor
 Aphiea Reid, also to one undivided moiety or equal half part of a con-
 siderable debt due by Percie Partidge Esquire formerly of the City and
 State aforesaid but now of the City of Philadelphia to her father

James Reid deceased the amount of which is not yet ascertained. Also a female negro slave named Maria and her child called Lemima and one moiety of the negro fellow named Pistol, and whereas it has been agreed by and between the said parties upon the aforesaid treaty of Marriage that said and singular the property real and personal herein before mentioned & specified in or to which the said Mary & Reid is herein proposed to entitle and also any other property real or personal which hereafter may descend or come to the said Mary & Reid by descent distribution devised bequest gift or otherwise should be conveyed assigned transferred and devised finally and effectually to the said Robert Butcher his heirs executors administrators and assigns in trust for the uses and purposes hereinafter mentioned and expressed of and concerning the same - subject to the power of revocation hereinafter expressed but by reason of the minority of the said Mary & Reid the same cannot at present be effected Now the Condition of the above obligation is such that in case the said intended marriage between the said Henry Bylot and Mary & Reid shall take effect if the said Henry Bylot shall and as soon after the solemnization of the said intended marriage as circumstances will furnish so that the same be done within

after the said Mary & Reid his intended wife shall have attained the full age of twenty one years by good & sufficient conveyance and assignment in the law bargain & sell convey assign transfer assign and set over finally and surely to the said Robert Butcher his heirs executors administrators and assigns one moiety of all those nine lots of land situated on Charles town Neck hereinafter more particularly described, also one undivided moiety of all that plantation or tract of land containing four hundred acres situated in the district of Orangeburg hereinafter described, also one undivided fourth part of that plantation or tract of land containing four hundred acres situated on the north side of the river near Nelson Ferry hereinafter also described, also one undivided of the aforesaid Bonds of Pamela Beniard and others of the Island of Jamaica Conditioned for the payment of the full and just sum of Forty Eight thousand dollars within interest thereof from the first day of January next then and Eight hundred and Seventy two together with one moiety of all interest money now due thereon also one moiety of the debt due by Pierce Butler Esq^r as hereinafter mentioned, and also the female negro slave Maria and her child Lemima and their future issue and increase and one moiety of the negro slave named Pistol, in trust nevertheless as to the said estate and the said slaves and the future issue and increase of the females of them, that be the said Robert Butcher his heirs executors administrators and assigns during the joint lives of the said Henry Bylot and Mary & Reid his intended wife should and lawfully furnished and supplied the said Henry Bylot to take and receive the rents issues and profits thereof and of every part and parcel

trust that he the said Robert Bontham his heirs executors administrators and assigns during the life time of the said Henry Bytton shall and will
withdrew permit and suffer him the said Henry Bytton to take and receive the rents issues and profits thereof and of every part and parcel thereof without
impeachment of waste as to the real Estate for the purpose of maintaining
and educating such child or children grand child or grand children
in such manner as he in his discretion shall see fit without being ac-
countable to them or any one for the same but not to be liable in any
manner or way whatsoever to his debts contracts or engagements and for
and after the death of the said Henry Bytton then in trust for the use
benefit and behoof of such child or children grand child or grand children
his heirs or their heirs executors administrators and assigns for and if more
than one tenants in common such grand child or grand children
representing their respective parents and taking between them only the
share which their respective parents would have taken if they had survived
the said Henry Bytton and that the said Robert Bontham his
heirs executors and administrators shall at the request and charges
of such child or children grand child or grand children well and
sufficiently convey transfer and assign or cause him or them the
legal Estate in the said property real and personal as to make his
or her or their title perfect in the same. and in case any of such children
or grand children should die during the life time of the said Henry Bytton
that is to say the female before marriage or the age of twenty one and the
males before the age of twenty one and without leaving lawful issue
then living, then as to the share of such child or children in trust for and
after the death of the said Henry Bytton to and for the use benefit and behoof
of the said other child or children grand child or grand children his
heirs or their heirs executors administrators and assigns if more than one te-
nants in common the grand children representing their respective parents
and taking between them only the share which their respective parents
would have taken if they had survived the said Henry Bytton and as to
the share of any such grand child who alone may take the whole of a
parent's share or as to the share of any such grand children who to-
gether may take the whole of a parent's share, in trust for and after
the death of the said Henry Bytton to and for the same as if

last mentioned, But as to the share of any one or more of such grand children
 who together with his her or their surviving Brothers and Sisters may take the
 whole of a parents share in trust for and after the death of the said Henry
 Byrtston and for the use benefit and behoof of his her or their Brothers and
 Sisters his her or their heirs executors administrators and assigns if more than
 one astutants in common, But in case the said Mary Eliza should die before the
 said Henry Byrtston leaving no child or children grand child or grand children
 living at her death or in case she should have such child or children grand child
 or grand children living at her death and they should all die in the life time
 of the said Henry Byrtston unmarried and without issue then in trust for and
 after the death of the said Mary Eliza as to one moiety or equal half part of the
 said real Estate and Slaves and the interest upon and income of the females of
 them to and for the sole use benefit and behoof of the said Henry Byrtston his
 heirs executors administrators and assigns for ever, and that the said Robert
 Bontham his heirs executors administrators and assigns should at the request
 costs and charge of the said Henry Byrtston well and sufficiently convey transfer
 and assign unto the said Henry Byrtston the legal Estate in the said moiety
 or half part of the said property real and personal so as to make his title perfect
 in the same, and as to the other moiety or equal half part of the said property real
 and personal in trust to and for such person or persons in such manner and Estate
 and as the said Mary Eliza notwithstanding her present contrivance shall by
 her last will and testament in writing duly executed or any instrument purporting
 to be so direct hereby appoint and in default of such appointment then in trust
 to and for the sole use benefit and behoof of the said Henry Byrtston his heirs exca-
 tors administrators and assigns for ever But in case the said Henry Byrtston
 should die before the said Mary Eliza leaving any child or children grand child
 a grand children issue of the said intended marriage living at his death then in
 trust for and after the death of the said Henry Byrtston to and for the sole sepa-
 rate and several use benefit and behoof of the said Mary Eliza during her
 natural life not to be subject to the control or debts of any future husband or
 husbands and so that as if she could always be a single wife, and from and after
 the death of the said Mary Eliza in case she should have any child or children
 grand child a grand children issue of the aforesaid intended marriage or of any future
 marriage or marriages or of both living at her death then in trust to and for the use be-
 nefit and behoof of such child or children grand child a grand children issue of
 the said intended marriage or of any future and other marriage or marriages or of
 both his her or their heirs executors administrators and assigns for ever if more than
 one astutants in common such grand child a grand children representing their
 respective parents and taking between them only the share to which their respective pa-
 rents were to have been entitled and no portion or being made between the issue
 of the respective marriages, And that the said Robert Bontham his heirs executors

administrators and assigns shall at the request costs and charges of such
 child or children grand child or grand children well and sufficiently convey
 transfer and assign over unto him her or them the legal Estate in the said
 property real and personal so as to make his her or their title perfect in the
 land and in case any such child or grand child should die in the
 lifetime of the said Mary E Reid that is to say ^{before} ~~the~~ ^{before} marriage or
 the age of twenty one and the male before the age of twenty one is without
 having lawful issue then being then as to the share or shares of such child
 or children grand child or grand children, in trust full and after the death
 of the said Mary E Reid to and for the same uses intents and purposes as are
 herein before declared limited and expressed of and concerning the share or shares
 of such child or children grand child or grand children as should die during
 the life time of the said Henry Byrtow, But in case the said Henry Byrtow
 should die before the said Mary E Reid having no child or children
 grand child or grand children issue of the said intended marriage living at
 his death, or in case he should have such child or children grand child
 or grand children living at his death and they should all die in the
 life time of the said Mary E Reid or previous to the said Mary E Reid
 contracting a second marriage unmarried and without issue, then in
 trust full and after the death of the said Henry Byrtow to and for the
 sole separate and peculiar use benefit and behoof of the said
 Mary E Reid her heirs executors administrators and assigns for ever
 and that the said Robert Benthams his heirs executors administrators
 and assigns shall at the request costs and charges of the said Mary
 E Reid well and sufficiently convey transfer and assign over unto the
 said Mary E Reid the legal Estate in the said property real and personal
 so as to make her title perfect in the land and as to the moiety or equal
 half part of the said Bond or Bonds of the said Bernard Brown and
 thus here in before mentioned, and the moiety or equal half part of the
 debt due by Price Butcher Esq here in before stated, and all and every sum
 and sums of money which have or hath can shall or may be or become due and
 payable to the said Mary E Reid or to the said Henry Byrtow in her
 right, in trust that the said Robert Benthams his heirs executors administrators
 and assigns shall stand possessed of and use the same unto all and singular
 the said last mentioned trust Estate and premises when and so often as any part
 thereof shall be and become due and payable in manner aforesaid for the
 uses intents and purposes hereinafter mentioned that is to say for the use and
 to the intent and purpose that he the said Robert Benthams his heirs
 executors and administrators shall and will when and so often as he or they
 shall receive any sum and sums of money from the same or any part thereof
 apply and expend the same in purchasing such real or personal property

or both as he the said Robert Benthams his heirs executors and administrators and the said Henry Bylston should their most advantageous to the said Henry Bylston and Mary E Rice to be conveyed bargained sold assigned transferred and set out firmly and securely by the person or persons so selling and transferring the same (the said Henry Bylston also joining in such deed or deeds and thereby signifying his assent thereto) unto the said Robert Benthams his heirs executors administrators and assigns, as aforesaid to the nature of the property in trust now to hold to and for the same uses, intents, purposes as those already expressed and declared of and concerning the said land estate and shares herein before mentioned, regard being had to the nature of the property where it may be real and the State or benefit to be derived from such real property to the said Henry Bylston and Mary E Rice during their joint lives and to the survivor during his or her life living without impeachment of waste and so as not to be subject to the debts and engagements of the said Henry Bylston. Provided nevertheless if hereafter should appear to the said Henry Bylston during his life and the said Robert Benthams his heirs executors administrators or to the said Mary E Rice after the death of the said Henry Bylston and the said Robert Benthams his heirs executors and administrators to be most for the advantage of the said parties that the whole or any part of the said property was and is possessed, or the whole or any part of the property real or personal which might hereafter be purchased with the proceeds arising from the aforesaid Bond or Bonds of Barman and Sir John Pothers or from the debt due to David Pothers which before now had should be sold and the moneys (hereinafter) be applied and expended in the purchase of other property (real or personal or both) then and in such case it shall be lawful to and for the said Henry Bylston in his life time and the said Mary E Rice after his death by his or his deed properly executed in the presence of two or more credible witnesses (the said Robert Benthams his heirs executors administrators and assigns as the case may be) joining in the same and thereby signifying his or their consent and approbation to make and make void and every void and uses here before limited and declared of or concerning such property and to limit and declare any new uses or uses of or concerning the same as aforesaid and at the time of making such declaration and limiting any new or other uses or uses of or concerning the property the said Henry Bylston in his life time and the said Mary E Rice after his death by his or his deed properly executed in the presence of two or more credible witnesses shall transfer assign and set out unto the said Robert Benthams his heirs executors administrators and assigns as the case may be and require the moneys or specialities arising from the sale of the said property, in trust to and for the use intent and purpose of purchasing such other property real or personal as both the said Henry Bylston in his life time or the said Mary E Rice after his death, and the said Robert Benthams his heirs executors administrators and assigns as the case may be shall think most for the advantage of the said parties to be firmly and securely conveyed bargained sold transferred assigned and set out by the

D a d m i n i s t r a t o r
 t a g e n a r y t o t h e
 i s s o l d a f f i g n e d
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 i d a p p e a r t o t h e
 E g h i s e x e c u t o r s
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 E t h e r a f t e r
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 o n b y t h e

persons or persons so selling the same (the said Henry Byrdston in his life time and the said Mary E Reid after his death) joining in such deeds and thereby signify-
ing his or her assent thereto unto the said Robert Pennington his heirs executors
administrators and assigns as the case may be and agreed according to the
nature of the property in trust, now the life to and for the same uses and purpo-
ses as then already expressed or at least as many of them as may be then practice-
ble, regard being had to the nature of the property, where it may be used and the
State and the Use or benefit to be derived from such real property to the said Henry
Byrdston and the said Mary E Reid during their joint lives and to the survivor
during his or her life being without impeachment of waste, and as not to be sub-
ject to the debts and engagements of the said Henry Byrdston subject however to the
same power in the said Henry Byrdston in his life time and the said power in
the said Mary E Reid after his death of working and amending the use or uses of
the whole or any part of such property acquired by the sale or conveyance of the said
real and personal Estate or any part thereof either immediately or remotely
and of limiting and appointing any new use or uses of said. Concerning the
Trust Provided also that it shall and may be lawful to and for the said
Robert Pennington his heirs executors administrators and assigns trustee or
trustees as the case may be from time to time in the full place to deduct and
retain and reimburse himself or themselves respectively out of the rent issues and
profits of the real and personal Estate to be conveyed to him or them as aforesaid all
such costs and charges as he or they shall or may pay or expend sustain or be put
to in and about the performance and execution of the several trusts to be imposed in
him or them or in any way concerning the same. And further that in case after the
dissolution of the said intended Marriage any other property real or personal
which should descend or come to the said Mary E Reid by descent or intestate
devise bequest gift or otherwise, then and in such case if he the said Henry
Byrdston shall survive as soon as circumstances will permit at the request
of the said Robert Pennington his heirs executors administrators or assigns, convey
grant bargain sell transfer assign and let over firm bargain and sell such
property real or personal unto the said Robert Pennington his heirs executors admi-
nistrators and assigns according to the nature of the property in trust
now the life to and for the same uses and purposes and subject to the same
power of conveyance and limitation of new uses as then already expressed and spe-
cified of and concerning the Estate real and personal hereinbefore mentioned
and described regard being had to the nature of the property where it may
be used and the State or benefit to be derived from such real property to the
said Henry Byrdston and Mary E Reid during their joint lives and to the
survivor during his or her life being without impeachment of waste and so
as not to be subject to the debts and engagements of the said Henry Byrd-
ston, then and in such cases and at all times from and after the said

settlements conveyances and assurances shall be made by the said Henry Baylston, the present obligation shall be void and of no effect in law or in equity in full force and virtue —

Henry Baylston .ES.

Robt. Benthams .ES.

Signed Sealed and delivered in the presence of the undersigned, being justly interlined between the twenty fourth and twenty eighth lines of the fifth page and also between the first and second lines of the sixth page — Thos. D. Bards, M. H. Baylston, Thomas D. Comdy being duly sworn made oath that he was present and saw Henry Baylston and Robert Benthams sign seal and deliver the foregoing instrument of writing for the uses and purposes therein mentioned & he with M. H. Baylston witnessed the same —

Inwitness whereof this 13th of June 1820 (Per. Exp. 1820)

I Read & signed 1820

State of North Carolina
This Indenture made the fourteenth day of November in the thirteenth year of the sovereignty & Independence of the United States of America and in the year of our Lord one thousand Eight hundred & two, Between, William Joseph Abbigott of the Parish of Saint Helens in the district of Beaufort in the State aforesaid of the first part Mary E. Fetherston of the parish district and State aforesaid of the second part and David Turner of the same place merchant of the third part. Whereas Marriage is intended by Gods blessing shortly to be had and solemnized between the said William Joseph Abbigott and Mary E. Fetherston, And whereas the said Mary E. Fetherston is and stands possessed of and entitled unto a considerable Estate both real and personal in the undivided property of her late husband William Fetherston who died intestate & of her former husband Michael Poynter who died leaving her Executrix of his last will & testament, Now this Indenture witnesseth that in Consideration of the said intended Marriage and of the love & affection which the said William Abbigott hath beareth unto & towards the said Mary E. Fetherston his intended wife, and also in Consideration of the sum of ten Shillings Sterling money to the said William Abbigott wife and truly paid by the said David Turner at & before the signing and delivery of this present receipt whereof is truly acknowledged by the said William Abbigott by and with the privacy and Consent of the said Mary E. Fetherston testified by her being a party to and signing and sealing this present in the said William Abbigott hath bargained & sold and by this present doth grant bargain and sell unto the said David Turner his Executors and administrators, all his Estate right title interest claim and demand when turned of in and to the said undivided part and share of the aforesaid property. To have and to hold the said undivided part or share of the aforesaid property together with all and singular the

said Henry
in the town of
L.S.
and L.S.
in the town of
the first
town
was present
and delivered
the same

Sub

with day of
dependence
the same
the parish of
the first part
to second part
Whereas
determined
And
said and settled
property of
her former
last will
redemption of
said William
two his entire
thing many
David Turner
is hereby
surrendered and
party to and
the same
did onto the
right title
divided part
undivided
regular the

101. rents wages services profits emoluments and advantages thereunto belonging
and any other appertaining unto the said David Turner his executors admin-
istrators and assigns from thenceforth and forever, and upon such trusts
Monthlets and for such uses intents and purposes as are hereinafter expressed
and declared of and concerning the same, that is to say upon trust that hep
the said David Turner do and shall permit and suffer the said Mary &
Elizabeth and her assigns to receive and take the rents wages services
dividends profits emoluments and advantages arising from the said
part of the said undivided property aforesaid for her sole separate use &
benefit for and during the term of her natural life to the extent that
the same may not be at the disposal or subject or liable to the contracted
debts or engagements of the said William & Elizabeth her intended hus-
band and her receipt under her hand shall from time to time not-
withstanding her coverture be a sufficient discharge to the said David
Turner for so much money as shall be expressed in that receipt, and in
case the said Mary & Elizabeth should die in the life time of the said
William & Elizabeth then upon trust that the said David Turner his
executors or administrators shall assign the said part or share of the
undivided property aforesaid together with the income thereof, and all
and singular other the premises with their appurtenances unto & among
all and every child and children as well sons as daughters the lawful issue
of said Michael Poryclan and Mary his wife also the lawful issue as
well sons as daughters of William & Elizabeth her late husband and
share alike as to the only proper use of the survivors of the issue of the aforesaid
marriages. In witness whereof the parties aforesaid to their present
Indenture their hands and seals have been set the day and year
first above written

Witness Julia F. de la Rive in the presence of us, whose names are
written to the contrary, William Russell. John Poryclan. John Scanlan
& Carolina Beauchamp.

Personally appeared W^o. Russell who after being
duly sworn declared that he was present and saw the within named
W^o. Abbot, Mary & Elizabeth and David Turner sign and pass
their act and deed delivered and acknowledged the within instrument of
writing and indenture for the uses intents and purposes therein set forth
& that himself the s^o W^o. Russell John Poryclan & John Scanlan in the
presence of the parties mentioned & in the presence of each other subscribed
their names as witnesses to the due execution of the same. William Russell
Sworn before me this 25th Feb. 1811. W^o. Smith J^o.

Recorded 13 April 1820.

State of South Carolina

Know all men by these presents that John Chartrand of Montanzas in the Island of Cuba Planter, now residing at Charleston in the said State of South Carolina and held and firmly bound unto Louis Dubois and Francis Labode of the same place as trustees for Luisa Dubois the daughter of the said Louis Dubois in the full just sum of Twenty thousand dollars with interest thereon from the date hereof to be paid to the said Louis Dubois and Francis Labode as trustees as aforesaid their certain attorney executors and administrators and assigns to which payment well and truly to be made and done, I John Chartrand and each and every of my heirs executors & administrators firmly by these presents bound with my seal and dated at Charleston aforesaid this twenty eighth day of April in the year of our Lord one thousand eight hundred and twenty and in the forty fourth year of the sovereignty and Independence of the United States of America. Now when as a Marriage is intended to be shortly had and solemnized between the above bound John Chartrand and the said Luisa Dubois the daughter of the said Louis Dubois and for and in consideration of the said intended marriage by the said John Chartrand for himself his heirs executors and administrators hath covenanted promised and agreed to and with the said Louis Dubois and Francis Labode their executors administrators and assigns and duly to pay or cause to be paid within six months after the solemnization of the said intended marriage the full and just sum of twenty thousand dollars unto the said Louis Dubois and Francis Labode their executors administrators or assigns in trust nevertheless and to and for the several uses intents and purposes herein after expressed and declared of and concerning the same that is to say in trust to and for the sole use benefit and behoof of the said Luisa Dubois for and during the term of her natural life without being in any manner liable for the debts contracts or engagements of the said John Chartrand and should the said Luisa Dubois survive the said John Chartrand then upon the death of the said John Chartrand in trust to and for the sole use benefit and behoof of the joint and lawful legitimate heirs of the said John Chartrand and should the said Luisa Dubois die at the time of the death of the said John Chartrand if not then to that one half her heirs executors and administrators and assigns absolutely and for ever and if more than one then to them their heirs executors administrators or assigns share and share alike as tenants in common, and should the said John Chartrand survive the said Luisa Dubois then in trust after the death of the said Luisa Dubois to and for the sole use benefit and behoof of the said John Chartrand for and during the term of his natural life and from and after the death of the said John Chartrand to and for the said surviving the said Luisa Dubois then in trust to and for the sole use benefit and behoof of the said John Chartrand

between the said John Chartland and Louisa Dubois being at the death
of the said John Chartland survives as aforesaid if not then to the heirs
his or her heirs executors administrators or assigns absolutely and forever
and if none then no then to them their heirs executors administrators and
assigns absolutely and forever as tenants in common, and in the want
of either the said Louisa Dubois, surviving the said John Chartland or
the said John Chartland surviving the said Louisa Dubois and before
the death of the survivor of them the said John Chartland and Louisa
Dubois any or either of the joint issue lawfully begotten between them
John Chartland and Louisa Dubois should have married and died ha-
ving lawfully begotten alive at the death of the survivor of them the said
John Chartland and Louisa Dubois then and in that order in trust
that the lawfully begotten issue of such joint issue as dying as aforesaid
of the said John Chartland and Louisa Dubois have ~~been~~ ^{been} and receive
the same share or shares in the property herein and hereby intended and
conveyed and intended so to be as his or her or their parent or parents would
if alive have taken and received to him her or them his or their heirs
executors administrators and assigns, share and share alike as tenants
in common absolutely and forever, and should the said Louisa Dubois
survive the said John Chartland or the said John Chartland survive
the said Louisa Dubois and no joint issue lawfully begotten between the said
John Chartland and the said Louisa Dubois and no lawfully begotten
issue of such joint issue issue of the said John Chartland and Louisa
Dubois be alive at the death of the survivor of them the said John
Chartland and Louisa Dubois, then and in that order in trust to and for
the use benefit and behoof of such person or persons and for such estate or
estates as the survivor as aforesaid of the said John Chartland and Louisa
Dubois may by and duly executed under his or her hand and seal or in and
by his or her last will and testament duly made and executed nominate
limit direct and appoint, and in failure or want of such nomination
limit direct and appoint in trust to and for the use benefit
and behoof of the right heirs of the survivor of the said John Chartland
and Louisa Dubois absolutely and forever freed and discharged from all
for them and other trusts, and further in trust and the said John Chart-
land hath further covenanted promised and agreed to and with the
said Louisa Dubois and Francis Labadie that from time to time and at all
times hereafter it shall and may be lawful to and for the said Louisa Du-
bois and Francis Labadie their heirs executors administrators and assigns
to collect take and receive the said principal sum of twenty thousand
dollars and all in trust at maturity or growing due thereof and to invest the
said principal sum of twenty thousand dollars by and with the advice

and consent of the said John Chartraud during his natural life or by and with the advice and consent of the said Louis Dubois surviving the said John Chartraud after his death in such proper legal and personal as may be thought most advantageous and the said property real or personal again to sell and dispose of at Public or at private sale and the proceeds thereof or of any and every part thereof again to reinvest in other property real or personal when and as often and in such ways and manners as they the said Louis Dubois and Francis Labrie their heirs executors and administrators and Successors by and with the advice and consent of the said John Chartraud or of the said Louis Dubois surviving the said John Chartraud as aforesaid may think most beneficial and advantageous subject always nevertheless and to and for the same uses intents and purposes here in before expressed and declared of and concerning the same and further in testimony ~~on~~ the said John Chartraud hath also consented promised and agreed to and with the said Louis Dubois and Francis Labrie that so long as they the said John Chartraud and Louis Dubois shall or may at any time or times live together after the said intended marriage he the said John Chartraud shall not be required to pay any interest accruing ^{upon} the said principal sum of Twenty thousand dollars until the same shall and may at any time suit and about the convenience and views of the said John Chartraud and of which convenience and view he the said John Chartraud shall be the sole judge and further in testimony the said John Chartraud hath consented promised and agreed to and with the said Louis Dubois and Francis Labrie that it shall and may be lawful to and for the said John Chartraud and Louis Dubois or the survivor of them and by their joint and several or either of them their heirs and assigns in the presence of two witnesses at least when and as often as may be thought proper to constitute nominate and appoint another trustee or other trustees in the place and stead of the said Louis Dubois and Francis Labrie or either of them then or either of their successors or assigns and the successor or successors as trustees or trustee as aforesaid first constituted nominated and appointed shall and lawfully and lawfully and lawfully the rights powers privileges and authorities and be subject to all the duties responsibilities and liabilities of the said Louis Dubois and Francis Labrie or either of them as trustees or trustee as aforesaid. Therefore the condition of the above obligation is such that if the above named John Chartraud his executors and administrators shall and lawfully and lawfully perform fulfill and abide by upon to and keep in all things the several covenants promises and agreements aforesaid then and in such case the above obligation to be void and of no effect or else to be and remain in full force and virtue.

Signed sealed and delivered in the presence of John Chartraud. J.P.
 of the said Decree being previously interlined Henry Girard. M. King
 Mitchell their mutual oath that he was present and saw John
 Chartraud sign seal and deliver and did deliver that

195. foregoing instrument of writing for the uses and purposes therein mentioned
I the said Henry Spinks witnessed the same -
Given to before me this 1st May 1820 By J. E. J. Not pub.
Recorded 1st May 1820

South Carolina
City of Charleston

This Indenture of three parts made this fourth day of May in the Year of our Lord one thousand eight hundred and twenty between Arthur O'Hara of the first part, & Mary Jane Mays of the second part and Isaac M. Wilson of the third part Whereas Thomas Young Maternal Grandfather of the said Mary Jane, died many years since leaving a Will duly executed and bearing date the twelfth (12th) day of December Anno Domini one thousand seven hundred and eighty nine (1789) and a Codicil dated the Twenty sixth (26th) day of January in the Year of our Lord one thousand seven hundred and ninety two (1792) And Benjamin Mays's paternal Grandfather of the said Mary Jane departed this life many Years since leaving a last Will and Testament duly executed and bearing date the Twenty first (21st) day of October Anno Domini one thousand seven hundred and ninety six (1796) and likewise a Codicil thereto duly executed and bearing date the Twenty first day (21st) of July in the Year of our Lord one thousand seven hundred and ninety seven (1797) And Stephen Mays's Father of the said Mary Jane having died some Years since left a Will duly executed dated the twenty third (23rd) day of August Anno Domini one thousand eight hundred and eight 1808. And Paul Ravenel Mays's Brother of the said Mary Jane departed this life a few Years since leaving a last will and Testament duly executed, bearing date the fifth day (5th) of November Anno Domini one thousand eight hundred fifteen 1815 And whereas the said Mary Jane is entitled to and interested in certain property real and Personal now by and under the said Wills, Testaments and Codicils as will appear by a reference to the same in the Ordinary's Office for Charleston District

126 and which said will and Codicils are herein and
herby referred to and declared to be and are taken to be
parts of this Indenture as fully and effectually as tho'
the same were herein particularly recited. And whereas
it is as yet uncertain what are the expiration and extent
of the rights and interests of the said Mary Jane in the
various property real and personal embraced in and disposed
of by the said will and Codicils in as much as doubts
are entertained as to the legal effect and operation of
the same and it is unknown what might be the opinion
and direction of a competent Court in relation to the same
so that it is not practicable to set forth with distinctness
and accuracy in the usual form of a Schedule, the specific
estate real and personal to and in which the said Mary
Jane is entitled and interested, except as is set forth in
the Schedule herewith. And whereas a Marriage is
intended by Gods permission to be shortly had and
solemnized between the said William Maria and the
said Mary Jane Elmyer. And upon the treaty for the
said intended Marriage, it was agreed that all the
Estate Real and Personal, which the said Mary Jane
is now or may be at any time hereafter entitled to or
Interested in whether under the said will and
Codicils, or from any other Person or in any other manner
should be settled and secured in Trust to and for the
several uses, interests, and purposes, and under and
subject to the several Powers, provisions, limitations,
declarations, and agreements hereinafter declared and
expressed. Now this indenture witnesseth that for
executing the said agreement so entered into upon the
treaty for the said intended Marriage, and in considera-
tion of the said intended Marriage, and also for and in
consideration of the sum of one (\$1) Dollar by the said
Isaac M. to the said Mary Jane, at and before
the sealing and delivery of these presents, well and truly
paid, to the said Mary Jane. Wath. granted bargain
sold, released and confirmed and by these Presents
Doth Grant, bargain, sell, release, and confirm
unto the said Isaac M. and the Survivors of them
and the heirs, Executors, Administrators and Assigns
of such Survivor, according to the respective nature

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127 of the Property herein and hereby intended to be taken
and conveyed All the Lands tenements, hereditaments
Goods, chattels and Choses in action and all and singu-
gular other the real and Personal Estate whatsoever
which the said Mary Jane as Devisee or Legatee
under the said Wills and Codicils or otherwise or
any Person or Persons in trust for her is or are seized
of, entitled unto, possessed of, or interested in Possession
reversion, or remainder, or by way of Executory Devise or
otherwise. And all the Estate, right, title, interests, uses,
trust, claims, and demand whatsoever, both at Law and
in Equity of her the said Mary Jane, of us, to or out of
the same or any Part thereof. To have and to hold the
said real and Personal Estate of whatsoever nature
and description herein before mentioned to be hereby granted
and released, as aforesaid, and every Part and Parcel
thereof, with their and every of their appurtenances unto
the said, Isaac M. and the Survivor thereof and his
Heirs, Executors, administrators and assigns according to
the nature of the estate. In trust, so and for the several
uses, intents and purposes, upon the several trusts, &
with, under and subject to the several Covenants, Conditions,
limitations, declarations, conditions and agreements -
hereinafter declared and expressed of and concerning
the same, that is to say. To the use of the said Mary Jane
her heirs, Executors and Administrators, until the said
Marriage shall be had and solemnized, and from and
after the solemnization of the said intended Marriage
Then upon Trust to permit and suffer the said Arthur
and Mary Jane to have, use, occupy, possess and enjoy
and to take the rents, issues, hire, interest and Profits
of all singular the said Estate real and Personal
which the said Mary Jane is now seized and possessed
of, or which she is now entitled to and interested in, or
which she may at any time hereafter during the said
Marriage be seized or possessed of, entitled to or interested
in, for and during the term of their Joint Lives, to
and for the sole use, maintenance, and education
respectively, as the case may be of them the said
Arthur and Mary Jane, and of any child or children
of the said Marriage, so as that the same shall not

128 be at any time or in any manner, subject to or liable for
any debts or engagements whether present or future
of the said Arthur. And upon the further trust
that the said Mary Jane shall have full Power and
authority notwithstanding her Coverture, at any time during
said Marriage to dispose of one Moiety of all the said
real and Personal estate, by her last Will and Testa-
ment, duly executed according to Law, to any Person
or Persons, and to any uses and Trusts, and subject
to any limitations, Provisions, Powers and Conditions and
for any estate or Estates that she may choose. But if
the said Mary Jane should depart this life, living the
said Arthur without having made any such disposition
by last Will and Testament in whole or in Part of said
Moiety. Then to Commit and suffer the said Arthur
as to such Moiety or any Part thereof or undivided
of, to have, use, occupy, possess and enjoy the same
and to take the rents, issues his and Profits thereof
for and during the term of his natural life or the sole use
Maintenance and education & discretely as the case be
of him the said Arthur, and of any Child or Children of the
said Marriage. On the condition nevertheless above expressed
And the remaining Moiety it is hereby declared & agreed
in the event of the said Arthur's surviving the said Mary
Jane shall be held and enjoyed by him during life, in
like manner as is above declared for the same Purposes
and on the same Conditions. And upon the further trust
in case the said Arthur should die first, to Commit and
suffer the said Mary Jane to hold and enjoy the Moiety
of all the said Estate both real and Personal, during her
natural life and as to the remaining one half, it is hereby
declared and agreed that the same shall upon such
survivorship be and become her absolute Property and
and discharged from all uses and trusts, limitations,
provisions and Conditions herein set forth, as fully
and effectually as the this deed has never been made
and shall be subject to her disposition by deed, Will
or otherwise according to Law. And upon the further
trust from deed after the death of such survivor
if the said Mary Jane should outlive the said Arthur
that one moiety of all the said Estate real & Personal

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said Arthur
undivided
the same
parts thereof
or the sole use
as the case be
children of the
above expressed
said I agreed
the said Mary
during life, in
same purpose
the further trust
to permit and
my one moiety
all, during her
life, it is hereby
upon such
property free
limitations
with, as fully
ever been made
deed. With
for this further
the said Arthur
and personal

129 should be equally divided share and share alike
between all the children of the said Mary Jane
living at her death, or who having attained Twenty
one (21) or day of Marriage in their said Mother
life time, may have died before her, and that the
other Moiety should go and be disposed of Pursuant
to any disposition she may see fit to make of the same
by Deed Will, or otherwise, according to Law and in
default of any such, then that the same shall be dis-
tributed in like manner as the first Moiety Trust
above provided for. And upon this further trust
from and after the death of the said survivor, should
the said Arthur out live the said Mary Jane, that
one Moiety of the said Estate real and personal
should go and be disposed of, Pursuant to any Last
Will and testament which the said Mary Jane may make
during and notwithstanding her Coverture as is hereby
before provided, and in default of any such, then that
the same shall be distributable in like manner as is herein
next provided as to the remaining half And as to such
other moiety, that the same shall be equally divided share
and share alike, between all the children of the said
Marriage, living at the death of such survivor, or who
may have died in his life time having previously at-
tained Twenty one (21) or day of Marriage. And upon
the further trust should the said Mary Jane survive
the said Arthur, and there should be no child or
children of the said Mary Jane living at her death
nor any issue of a deceased child or children, then
alive provided no child or children of the said Mary
Jane should have died in her life time, after having
attained Twenty one (21) or day of Marriage, then that the
whole of the said Estate shall be and become the absolute
property of the said Mary Jane, for her sole use, benefit
and behoof forever, subject to any disposition by Deed
Will or otherwise, which she may see fit to make of the
same and altogether and forever freed from all the
Trusts, uses, limitations, provisions, and conditions
herein expressed and declared. But should the said
Arthur survive the said Mary Jane, and there should
be no children or children of said Marriage, living at his

130 death, nor any issue of a deceased child or Children then
alive, and provided no child or Children of said marriage
should have died in the life time of such survivor
after having attained twenty one (21) or day of Marriage
Then, the whole of the said Estate real and personal shall
be and become the absolute property of the said Author
for his sole use, benefit and behoof, forever, subject to
any disposition or deeds, Will or otherwise, which he
may see fit to make of the same, and altogether and
forever freed from all the trusts, uses, limitations, pro-
visions and conditions herein expressed and declared -
Provided nevertheless that nothing in this last clause
contained, shall be taken or operate to prevent the said
Mary Jane from disposing of one moiety of all the said
real and personal Estate by will duly executed at any
time during her lifetime pursuant to the power herein before
received to her And Provided also and it is hereby
declared and agreed that it shall and may be lawful
for the said Isaac M. and the survivor of them and his
heirs Executors or Administrators, as the case may be
at any time or times after the solemnization of the said
Marriage, with the consent and approbation of the said Author
and Mary Jane testified by some writing signed by them
or the survivor of them, and attested by one or more dis-
interested and credible Witnesses, to grant bargain, sell
convey and absolutely dispose of, or leave or exchange
any part of the Estate real and personal And it is hereby
declared that the monies Choses in Action, Stock, House
Land, Negroes, or other Property whatsoever whether real
or personal shall be and be taken to be, and shall be
conveyed, received and held, subject to the same ends and
intents, trusts, uses, limitations, Provisions, conditions -
declarations and agreements as are herein expressed and
concerning said Estate, or as near thereto as the Death
of Parties and the change of circumstances may admit
And provided likewise moreover It is hereby declared and
agreed that in case any child or Children of the said
Mary Jane shall happen to die in the life time of the said
Author, and of his said intended wife, or the survivor of
them aged Twenty one (21) or married, or bearing a child
or Children. Then, and in such case the shares of such

131. Child of the said Mary Jane, so dying above Twenty one (21) or after Marriage and without leaving issue then living, shall be and be taken to be vested in said child absolutely and forever subject to his or her disposal by Deed Will or otherwise. And the share of such child of the said Mary Jane, so leaving Issue living at his or her Death, shall go to, and be equally divided if more than one, among such issue, so left, living, Share and share alike Subject nevertheless to the life Estate of said Arthur and Mary Jane and of the Survivor of them And lastly It is hereby declared and agreed, that notwithstanding any thing contained in this deed, all and singular the real and Personal Estate herein and hereby intended to be conveyed and settled, shall be and continue to be Subject to the uses, Trusts, Provisions, limitations conditions, agreements and declarations, in and by the Wills and Codicils herein before referred to expressed and directed of and concerning the same or any Part hereof. In witness whereof the Parties to these Presents have hereunto set their Hands and Seals, on the day and in the Year first above written

Signed, Sealed & delivered

In the Presence of
Peter J. Shander
John P. Elfer

Arthur Osborn (L.S.)
Mary Jane Mazyck (L.S.)
Isaac M. Wilson (L.S.)

State of South Carolina
City of Charleston

Between Arthur Osborn
of the 1st Part
Mary Jane Mazyck
of the 2nd Part
and
Dr. J. M. Wilson
of the 3^d part

Schedule of Estate
Personal, secured by
Settlement of same date
on
Mary Jane Mazyck

Under the will and
Codicil of Thomas Young. One sixth Part of the
Morden House and Lot No 18 Church Street opposite
the present Baptist Church in

132 One Sixth share of a family of Negroes viz Jerry and
her four Children viz, William and Tom, men
and Senties, Polly a Girl and Charles a Boy
and similar share in some family of State
One Sixth of one undivided fourth of two Tracts of
Lands, viz One situated at the Four Miles and
the other in the Back Country. All the above sub-
-jected to the Life Estate of Mrs Mary Maynard
Under the Will and Codicil of Benjamin Maynard
One Sixth part of all that Plantation in the Parish of St.
James, commonly called the Brick Barn Plantation, —
excepting so much of the same as lies South of the Back
River Road (This part being devised by Stephen Maynard
to his Son Benjamin) and excepting also 300 acres being that
part which lies most contiguous to the Tract of Land called
Rockyford (This part being devised by Stephen Maynard to
his Son Alexander) which said Plantation called the Brick
Barn with the above exceptions was devised by Stephen to
his Son Paul, for life and after his death to his Children
But as he has left none it passed under the will of
Benjamin Maynard by which it was devised to Stephen
for his life, after his death to his Widow Mrs Mary Maynard
and at her death or second Marriage to be equally
divided among the children of Stephen, so as that the
share or shares of a female child, shall in value be as
high as the share of a Male Child by one fourth part of
the share of a Male Child
One Sixth of one third of all the negroes bequeathed by
Benjamin Maynard to Stephen Maynard and by Stephen to his
three Sons Paul, Benjamin, and Alexander, which said
one third was given by Stephen to Benjamin for life and
after his death to his Children, but should he die without
Children, it would then be distributable under the Will
of his Grandfather Benjamin among the Children of Stephen
so that should he die without Children Mary Anne Maynard
would be entitled to the above one Sixth
One Sixth of all the remainders of his Slaves, bequeathed
by Benjamin to Trustees, for the use of his Son Daniel
for life, after his death to be equally divided among
his Children
Under the Will of Stephen Maynard, One fourth of a

133 Morts of all that Lot of Marsh Land at the West End
of Queen Street, containing about 450 feet upon Queen
Street and Short Street, and about 228 feet in depth, from
one of the said Streets to the other, which is devised by
Stephen to his Three Daughters of whom Mary Jane is one
and to his Son Alexander as Tenant in common, which
half is subject to the life estate of Mr. Mary Magyck
A Legacy of \$6,000 bequeathed by Stephen to each of his
Daughters, also two Negro Girls to be chosen by them
Under the Will of Paul Ravenel Magyck
all his Estate real and Personal (subject to a Legacy of
\$200 to his Brother Benjamin) devised and bequeathed
by Paul to his Sister Mary Jane Magyck, should the
same be adjudged a legal and valid Will, if not one
Sixth of all his Estate, real and Personal conveyed in
trust for his Mother, Brother and Sisters, should the said
Will be adjudged irrevocable

Also all other Property Real or Personal whether in
possession, remainder, reversion, or otherwise to which the
said Mary Jane Magyck is now or may at any time ^{hereafter} be
entitled to and interested in under the above Will, bequests
and Deed or in any other manner, Given under our
hands and Seals this fourth day of May in the Year
of our Lord one thousand eight hundred and Twenty

Signed Sealed and delivered
in Presence of
Peter Shand, John P. Effie } Arthur Obama (L)
Mary Jane Magyck (L)
Isaac M. Wilson (L)

Peter Shand being duly sworn made oath that he
was present and saw Arthur Obama, Mary Jane Magyck
and Isaac M. Wilson, sign seal and deliver the fore-
going Instrument of Writing, also that he saw them
sign the annexed Schedule for the purposes therein
mentioned and that he together with John P. Effie
witnessed the same.

Shown to before me this

23rd May 1820

Benj. Effie Jr. Not Pub

Recorded 23 May 1820

135 Lucy, Old South, Doing March, July. Sam, Cambridge and
Scotland, Together with all and singular the rights-
incumbrances and hereditaments to the said real Estate belong-
ing or in any wise appertaining & all and singular the in-
crease in future of such of the foregoing slaves as are males
To have and to hold all and singular the Premises unto
the said William Thompson his heirs, Executors & Administrators
his heirs, & Nevertheless in trust for the use & benefit
of the said Sarah B. Wilson, until the said Marriage
shall be solemnized and from and immediately thereafter
in Trust, for the use benefit and advantage of the said
Isaac Carr & Sarah B. Wilson during their Joint lives
In the said Isaac Carr taking and receiving to his own
use the Profits, Product, interest, rent and hire thereof
and from and immediately after the Death of either the
said Isaac Carr or the said Sarah B. Wilson then in trust
for the survivor, for and during his or her natural life
and from and immediately after the death of such survivor
In trust for such children of the Marriage as shall then
be living, and the issue of such child or children of the
Marriage as may be dead at the time of the decease of
such Survivor, share & share alike, such issue taking only
as much as his her or their Father or Mother would have
taken if surviving. But in case it should occur that
at the time of the decease of such Survivor, there are living
no issue of the Marriage, then the trust and confidence
hitherto reposed in the said William Thompson shall cease
and all & singular the Premises shall go to and be divided
amongst the proper heirs of the said Sarah B. Wilson, to
be the Property of them and their heirs, Executors, adminis-
trators and assigns forever. And further it is hereby agreed
by and between all the said parties to these presents that in case
the said Isaac Carr & Sarah B. Wilson or the Survivor of
them shall be disposed to sell and alienate the whole or any
part of the Premises aforesaid, they or such Survivor shall
have the power so to do, to and with the consent of the
said William Thompson his Executors or Administrators
and to make good & sufficient title therefor, it being her-
ever the agreement and understanding of all the Parties
aforesaid, that the Proceeds of any such Sale or Sales
shall be reinvested in other property, which property

136 shall be secured in the same manner and made subject to the same Trust and limitations as are hereinbefore appointed & Directed of and concerning the premises already described with a like Power in the same manner to again sell & convey away the same & reinvest the proceeds in same manner as often as may be. In witness whereof the Parties aforesaid have hereunto set their hands and seals on the day & year first aforesaid

Signed & sealed & delivered in presence of the said Isaac Carr (L.S.)
Sarah B. Wilson (L.S.)
William Thompson (L.S.)
being first erased from the seventeenth line and the words "for the Survivor" first interlined between twenty fifth & Twenty sixth lines of second Page, The Words "his Executor or administrators" being also first interlined between the tenth and eleventh lines from the top of the Page).

Elisha Singletary
John P. Samplett
John P. Samplett being duly sworn made oath that he was Present and saw Isaac Carr, Sarah B. Wilson and William Thompson, sign seal and deliver the within Instrument of writing for the purposes therein mentioned and that he together with Elisha Singletary witnessed the same.
Sworn to before me this 23rd May 1820.

Benj. E. J. not Pub
Recorded 23rd May 1820

State of South Carolina.

Whereas a marriage with the blessing of God intended to be shortly had and solemnized by and between Mary Rhodes (widow of Dr. Nathaniel B. Rhodes) and Dr. Richard B. Scriven, and Whereas the said Mary Rhodes is entitled under the will of said Nathaniel B. Rhodes to the whole estate of said Nathaniel's real and Personal of which he was seized or possessed at the time of his death during her natural life, all which will more fully appear from the said Will duly proved and recorded. & Will whereas the said Nathaniel B. Rhodes during his life time to wit on the second day of June in the Year of our Lord one thousand eight hundred and twelve made and executed a certain deed whereby he granted gave bargained

137 and sold unto Dr. Paul Hamilton the following Negro
Slaves to wit. Abby, Caesar, Eliza, George, Jary, Luke and
Maids together with the future issue of the females. In trust
to permit and suffer the said Mary Rhodes to have, use, enjoy
and hire out all and singular the said slaves together with
the profits of their work and labour for and during the term
of her natural life all which will more fully appear from
said deed duly recorded, And whereas in contemplation
of the marriage aforesaid it has been mutually agreed
between the said Mary Rhodes and the said Richard B. Trecron
(whose consent is testified by his being a party to these presents)
that the whole of the Estate real and personal of which the
said Mary Rhodes may be seized and possessed of or in-
titled to, shall be settled and secured to the sole and separate
use of the said Mary Rhodes free from the Debts or controul
of the said Richard B. Trecron. Now know all men
by these presents that for the purpose of carrying into effect the
agreement aforesaid and also in consideration of the sum of
Three dollars to me in hand paid by John Rhodes and James
Borman at and before the sealing and delivery of these presents
the receipt of which is hereby acknowledged, I, Mary Rhodes
have granted, bargained, sold, released and confirmed, and
by these presents, do grant, bargain, sell, release and confirm
unto the said John Rhodes and James Borman, all that
piece, square or parcel of land in the Town of Columbia
containing four acres bounded by Blossom Street on the
North, by Wheat Street on the South, Cadogan Street on the
East and Wayne Street on the West, also all that other lot
piece or square of land in the Town of Columbia containing
four acres, bounded to the South by Senate Street, to the
North by Gerrais Street to the East by Henderson Street and
to the West by Pickens Street, also all that Plantation or
Tract of land on Port Royal Island, containing Six hundred
and forty acres more or less, butting and bounding to the South
on lands of Robert Barnwell to the East on lands of Stephen
Laurence and Nathaniel Rhodes, to the West on lands of
Robert Barnwell and to the North on lands of said Nathaniel
Rhodes deceased, which tract hereby intended to be con-
veyed, was purchased by the said Nathaniel in his life time
from Charles S. Colcock. Also a lot piece or parcel
of land in the Town of Beaufort known among the

138 lots lately belonging to Thomas Bowman deceased by the number three bounded East on the Estate of William Stickling to the South on Federal & Alley to the West on Pinckney and to the North on King Street, which said lot was conveyed to said Nathaniel M. Rhodes by Benjamin St. Buckner Commissioner in Equity also all that Plantation or tract of Land in Saint Pauls Parish containing, seven hundred and seventeen acres more or less adjoining the Estates of William Hayne, William Champlin and Jonathan Adair deceased and purchased by said Nathaniel M. Rhodes from John A. Moring also an undivided Part or Portion of a Tract of Land in the County the late residence of Christopher C. Leacock, to which the said Nathaniel was entitled under the will of said Leacock Also a lot in the Town of Beaufort situated between a lot owned by Miss C. Bull and one owned by Edin and Barnwell, Also a lot in the Town of Columbia to which the said Nathaniel M. Rhodes was entitled from the said Leacock also all other Lands or real estate to which the said Mary Rhodes may in any way be entitled, Together with the appurtenances to the before mentioned Plantations and lots of Land belonging. To have and to hold the said Plantations tracts or lots of Land unto the said John Rhodes and James Bowman to them and their heirs forever. In trust nevertheless to receive and pay over the rents issues and profits of said several tracts and lots of Land with their appurtenances unto the said Mary Rhodes during her natural life, to her Heir and Heirs as a free from the debts and controul of any husband she may have and from and after her death to the use and behoof of the children of said Nathaniel M. Rhodes according to the terms of his Will. And the said Mary Rhodes in consideration of the Premises and also of the further sum of one dollar to her in hand paid by the said John Rhodes and James Bowman hath granted, bargained, sold and delivered and by these Presents doth grant, bargain sell and deliver unto the said John Rhodes and James Bowman the following Negro Slaves to wit Amos, Cecinda, Webster, Castalia Harry, Sam. Ned My, Sancy, Betsey, Jany, Richard and Hector which said Slaves were obtained by said Nathaniel M. Rhodes

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139 From the Estate of said Leacraft. Also the following
negro Slaves to wit Peggy, Ursall, and John together
with the present issue of the females of said
Slaves. Also to the share in the Union Bank of South
Carolina, and all other Personal Property not above
mentioned to which the said Mary Rhodes may be in any
way entitled, to have and to hold all and singular the
said Slaves with their Issue, the said Bank shares
and the other Personal Property aforesaid unto the said
John Rhodes and James Brooman their Executors and
Administrators Inured. In trust however to receive and
pay over the profits of the labor of said Slaves, and the
proceeds of the Stock and other property aforesaid unto the
said Mary Rhodes during her natural life free from the
debts or controul of any husband she may have and
from and after her death to the use and behoof of the
Children of said Nathaniel M. Rhodes, according to the
terms of his Will. And he said Richard B. Brooman
doth hereby for himself his heirs executors and administrators
covenant promise grant and agree to and with the
said Mary Rhodes, John Rhodes, and James Brooman
to make and execute whenever required all deeds con-
veyances or assurances in Law which they or the survivors
of them or their council learned in the Law may require
to settle and assure the Property real and Personal in-
tended to be conveyed by this deed and every part
thereof to the trusts uses and purposes above declared
and intended concerning the same. In testimony whereof
the parties to these presents have hereunto set their
hands and affixed their Seals at Charleston this Ninth
day of December anno domini one thousand eight hun-
dred and Nineteen

Scaled and Delivered
in Presence of

Mary L. Christian

Morton A. Waring

Susan B. Hamilton

Morton A. Waring

to Mary M. Rhodes Mary M. Rhodes
sign seal & deliver the foregoing Instrument of writing for the purposes
therein mentioned and that he with Mary L. Christian and Susan
B. Hamilton witnessed the same. I am to beque me this 23rd May
1820. B. J. Wade A.P. } Recorded 23rd May 1820

R^d B. Brooman (L.S.)

Mary M. Rhodes. (L.S.)

in presence of Morton A. Waring being duly sworn

made oath that he was present

to R. Brooman and saw R^d B.

Brooman and

to Mary M. Rhodes Mary M. Rhodes

sign seal & deliver the foregoing Instrument of writing for the purposes

therein mentioned and that he with Mary L. Christian and Susan

B. Hamilton witnessed the same. I am to beque me this 23rd May

1820. B. J. Wade A.P. } Recorded 23rd May 1820

of three parts made the ninth day of March in the Year
 of our Lord One Thousand Eight Hundred and Twenty
 Between, Amelia Eliza Waring Spinster, daughter of
 Joseph Waring late of Saint James Parish in the
 State aforesaid Planter deceased of the first Part and John
 R. Townsend of Saint Paul's Parish in the State aforesaid
 of the second Part and Joseph Torr Waring also of
 Saint Paul's Parish aforesaid Planter of the third Part
 Whereas, by a division of the personal Estate of the
 late John the said Joseph Waring deceased lately made, the said
 Amelia Eliza Waring became entitled to the following negro
 slaves to wit: Mary and Charlotte her child, Gary and Sue, Ned
 and Lewis her children. Dinah, Prouce, Grace, Coelia, Phillis
 and Myrilla. And whereas a marriage by Gods Permission
 is intended to be shortly had and solemnized between the said
 John R. Townsend and the said Amelia Eliza Waring and upon
 treaty thereof it hath been agreed upon by and between the
 said Amelia Eliza Waring and the said John R. Townsend
 testified by his being a party to, and sealing and delivery these
 presents, that the said negro Slaves and all other property that
 shall or may hereafter fall or come to the said Amelia Eliza
 Waring or to the said John R. Townsend in her right should be
 given, bargained, sold, and transferred by the said Amelia
 Eliza Waring to the said Joseph Torr Waring his Executors
 Administrators and assigns to, for and upon the several, uses
 trusts, intents and purposes herein after expressed and declared
 of and concerning the same & Now this Indenture witnesseth
 that in Pursuance of the said agreement, and in consideration
 of the said intended Marriage and also of the sum of one dollar
 to the said Amelia Eliza Waring in hand well and truly paid
 at or before the sealing and delivery hereof by the said Joseph
 Torr Waring the receipt of which is hereby acknowledged she
 the said Amelia Eliza Waring by and with the knowledge
 Privy consent and approbation of the said John R. Townsend
 her intended husband, testified by his being a party to
 these presents, hath given, bargained, sold and transferred
 and by these presents do give, bargain, sell and transfer
 and deliver to the said Joseph Torr Waring the negro slave
 aforesaid to wit Mary, Charlotte, Gary, Sue, Ned, Lewis

141- Primus, Darius, Basil, Phillis and Myrtilla To have and to hold the said negro Slaves and each and every of them together with the future issue and increase of the said female to the said Joseph John Waring his Executors, Administrators and assigns for ever. In trust nevertheless, to, for and upon the following, uses, trusts, intents, and purposes, and none other whatsoever, that is to say in trust, for the sole use, benefit and behoof of the said Amelia Eliza Waring until the solemnization of the said intended Marriage and from and after the determination of that Estate in Trust to and for the Joint use, benefit and behoof of the said John R Townsend and Amelia Eliza Waring during their Joint lives without being in any manner liable for the present or future debts, contracts or engagements of the said John R. Townsends her intended husband, and should the said Amelia Eliza Waring survive the said John R Townsend then in trust for the sole use, benefit and behoof of the said Amelia Eliza Waring for and during the Term of her natural life, and from and after the death of the said Amelia Eliza Waring for the use, benefit and behoof of such child or children of the said Amelia Eliza Waring as shall or may, be living at the time of her death, share and share alike if more than one and if only one then for the use, benefit and behoof of that one his, or her heirs, executors, administrators and assigns absolutely and for ever. But should the said John R Townsend survive the said Amelia Eliza Waring then in trust for the use, benefit and behoof of the said John R Townsend for and during the term of his natural life, and from and immediately after the death of the said John R Townsend so surviving the said Amelia Eliza Waring as aforesaid in trust to and for the use, benefit and behoof of the Joint issue of the bodies of the said John R Townsend and Amelia Eliza Waring living at the time of the death of the said John R. Townsend, if one then to the use, benefit and behoof of that one, his or her heirs, executors, administrators and assigns for ever, and if more than one then to the use, benefit and behoof of them their, heirs, executors, administrators and assigns for ever share and share alike, And in the event of the said Amelia Eliza Waring surviving the said

1420 John A. Townsend and before the death of the said Amelia Eliza
Waring, any child or children of the said Amelia Eliza
Waring, shall have married and died leaving lawfully
begotten issue alive at the death of the said Amelia Eliza
Waring, then and in that case, We trust also that the lawfully
begotten issue of such child or children so dying as aforesaid
shall have take and receive the same share and shares
in the property herein and hereby conveyed and settled or
intended so to be, as his, her, or their parent or parents
would if alive at the death of the said Amelia Eliza Waring
have had taken, or received, to the use of him, her or them,
his, her or their Executors, administrators and assigns, or
over share and share alike if more than one. And in the
event of the said John A. Townsend surviving the said
Amelia Eliza Waring as aforesaid and before the death of
the said John A. Townsend any or either of the joint issue of
the bodies of them the said John Townsend and Amelia
Eliza Waring shall have married and died leaving lawfully
begotten issue which shall be alive at the death of the said
John A. Townsend then and in that case We trust also
that the lawfully begotten issue of such joint issue of the
said John A. Townsend and Amelia Eliza Waring so dying
as aforesaid, shall have take and receive the same share or
shares in the property herein and hereby settled and conveyed
or intended so to be, as his, her, or their parent or parents
would if alive at the death of the said John A. Townsend
have had taken and received, to the use of him or them, his
her or their Executors, administrators and assigns, or over
share and share alike if more than one. And in case the
said Amelia Eliza Waring should survive the said John
A. Townsend and leave no child or children, or the issue
of a child or children living at the time of her death, or in
case the said John A. Townsend should survive the said
Amelia Eliza Waring and leave no joint issue of them the
said John A. Townsend and Amelia Eliza Waring living
at the time of his death, or the issue of such joint issue, then
and either of these cases, We trust to and for the use
Benefit and behoof of such person or persons, and for such
estate or estates as the survivor of them, the said John A.
Townsend and Amelia Eliza Waring by deed duly executed
under his or her hand and seal, or in and by his last will.

142 and Testament duly made and executed shall nominate
limit direct, and appoint, and in default, or on the failure
and want of such nomination, limitation, direction and appoint-
ment in trust for the right heirs of the survivor of them
the said John R. Townsend and Amelia Eliza Waring, their
Executors, Administrators and assigns absolutely and for
ever freed and discharged from all other and further
uses and trusts, And for the considerations aforesaid
they the said John R. Townsend and Amelia Eliza Waring
for themselves their heirs, executors, and administra-
tors do jointly and severally covenant, promise, and agree
to and with the said Joseph Surr Waring his heirs, execu-
tors and administrators in manner and form following
that is to say that they the said John R. Townsend and
Amelia Eliza Waring or the survivor of them shall and
will from time to time and at all times after the solemniza-
tion of the said intended Marriage bargain, sell, transfer
for assign, and set over to the said Joseph Surr Waring
his Executors or Administrators or assigns all and singular
the Property real or personal which shall or may at any
time or times hereafter happen to fall or come to the
said Amelia Eliza Waring in her own right, or to the
said John R. Townsend in right of the said Amelia
Eliza Waring, by inheritance or by purchase, or in any
other manner or way whatsoever, to have and to hold
the said Property and every part and parcel thereof to
the said Joseph Surr Waring his heirs, Executors and
Administrators and assigns for ever, subject nevertheless
to the same uses, trusts, intents and purposes as are
herein before expressed, limited and declared of and concern-
ing the negro Slaves herein and hereby above conveyed
and settled or intended to be conveyed and settled. And
it is hereby expressly agreed by and between the Parties
to these Presents, that it shall and may be lawful
to and for the said Joseph Surr Waring his Executors
Administrators and assigns by and with the consent and
approbation and at the request of the said John Townsend
and Amelia Eliza Waring or the survivor of them
but not otherwise (such consent and approbation to
be testified in writing under their hands and seals)
to sell and dispose of all or any of the aforesaid Negroes

144 Slaves herein and hereby conveyed and settled or intended to be conveyed and settled, provided and on condition that the Success thereof and of every part and parcel thereof after paying the necessary expenses of such Sale or disposal as vested by the said Joseph Tor Moring his Executors Administrators or assigns in such other Property or interest as the said John R. Townsend and Amelia Eliza Moring or the survivor of them shall request, direct, or appoint to be conveyed to the same uses, trusts, appointments and limitations herein before expressed and decided of and concerning the said negro Slaves, and to no other use, trust, intent, purpose limitation or appointment, what's cover
 In Witness whereof the said parties have hereunto set their hands and seals the day and Year first above written
 Sealed and delivered in the presence of Amelia E. Moring (20)
 of John J. Jenkins, Daniel J. Townsend, John R. Townsend (20)
 Primarily came & appeared before me, ~~John R. Townsend~~ Joseph J. Moring (20)
 a Justice of the Peace, of the County of ~~Richmond~~ ~~Richmond~~ State of ~~Virginia~~ ~~Virginia~~
 Daniel James Townsend of the County of ~~Richmond~~ ~~Richmond~~ State of ~~Virginia~~ ~~Virginia~~
 who being duly sworn, doth depose and say that he the said Daniel together with John Townsend Jenkins did witness the legal execution signatures of Amelia Eliza Moring, John R. Townsend, & Joseph J. Moring to this deed or Instrument of Marriages Settlements... to the said Daniel J. Townsend did see the said John J. Jenkins together with himself sign the said Marriage Settlement as witnesses thereto. Given to before me this 7th of June 1820. J. Smith. 2, 16.

Witnessed June 10th 1820

State of South Carolina

This Indenture made the twenty fourth day of February in the Year of our Lord one thousand eight hundred and twenty between Marcus W. Kelly of the City of Charleston and State of South Carolina and Rebecca Odum of said City and State of said of the one part, and Charles Odum and Henry Odum of same place Merchants of the other part Witnesseth, Whereas a Marriage is intended by divine Service to be solemnly had and solemnized between the said Marcus W. Kelly and the said Rebecca Odum and the said Rebecca Odum is now entitled to and the said Marcus W. Kelly upon the solemnization of said Marriage will in her right be entitled to

145 Five female
 Patience who
 lot of Land
 King Street
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 Rebecca
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 Odum the
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143 Five female negro Slaves. viz. Sally and her child Maria, Eliza
Patience and Hazard and also of the remainder in the House and
lot of Land, situate lying and being on the East side of
King Street, known by the number 390 expectant on the death
of her Mother, Mr. Rebecca O'Hara and it is the wish and
desire of the said Marcus N. Kelly to settle on the said
Rebecca O'Hara the said female negro Slaves, and one moiety
of the said house and lot of Land, and for divers good causes
and considerations to relinquish to her Brother Arthur
O'Hara the other moiety of the remainder in said House
and Lot of Land, to which the said Rebecca O'Hara hereto
assents. Now therefore to carry into effect the intentions of
the said Marcus N. Kelly and also in consideration of the
sum of Three shillings to the said Marcus N. Kelly and Rebecca
O'Hara in hand paid by the said Charles and Henry O'Hara
and before the sealing and delivery of these Presents the
said whereof is hereby acknowledged that the said
Marcus and Rebecca have granted bargained, sold, aliened
confirmed and conveyed and by these Presents do grant, bar-
-tain, sell, alien, confirm and convey all the several negro
Slaves viz. Sally and her child, Maria, Eliza, Patience and
Hazard their future issue and increase and also the said house
and lot of Land, situate lying and being in the City of
Charleston, on the East side of King Street, number 390
together with all and singular the rights members, her-
editaments and appurtenances thereto belonging or in any
wise appertaining unto the said Charles O'Hara and Henry
O'Hara their survivor and his heirs. To have and to hold
the said negro Slaves with their future issue and increase together
with the said House and Lot of Land its premises and appur-
tenances unto the said Charles O'Hara and Henry O'Hara
and the survivor of them and his heirs. Upon the special
Trust and Confidence, fullowing that is to say in trust, to
permit the said Rebecca O'Hara to have and enjoy the
work, use labour, service and profits of the said negro
Slaves together with the rents and profits of the moiety
of said House and lot of Land, untill her intended
marriage and from and immediately after the solemniza-
tion thereof. Then in Trust to the said Charles O'Hara
and Henry O'Hara and the survivor of them and his heirs
to permit at all times thereafter the said Rebecca O'Hara

146 notwithstanding her coverture to use and enjoy the whole, place
or Service and Profits of the said female negro Slaves, their
Issue issue and increase and also the Events and Profits
of one Moiety of the said House and Lot of Land free from
and independent of the control, interference or intermeddling
of her said intended husband, and in no wise subject
to or liable for his Debts, dues, expenses, charges or incum-
brances. And immediately after the death of the said Rebecca
Obama if there should be no issue of the said intended
marriage then living or if there should be any such issue
and the same should afterwards die under the age of twenty
one or before the day of Marriage then to permit the said
Arthur H. Obama to have and to hold the said negro Slaves
their issue and increase together with the Profits of the said
House and Lot of Land to him and his heirs forever. But
if the death of the said Rebecca Obama then should be
living any issue of the said intended marriage, then and
in that case in Trust to the said Charles Obama and
Henry Obama their heirs and their successors to have and to
hold the said female negro Slaves their issue and increase
and the moiety of the said House and Lot of Land for the
use benefit and behoof of the said Child or children usually
to be divided between them share and share alike if more than
one. And also provided and it is hereby declared to be the
true intent and meaning of the Parties to these Presents and
the Parties thereto that the said Charles Obama and
Henry Obama their successor and his heirs, shall at the request
of the said Rebecca Obama first had in writing sell and
dispose of the said Moiety of the House and Lot of Land
and said female negro Slaves, their issue and increase and
vest the Proceeds thereof in any other Property real or
Personal to be approved of by the said Rebecca Obama
on condition that the said Property in which may be vested
shall be settled and conveyed in the same manner and
under the same conditions, limitations trusts and restrictions
as are contained in this deed, And also in further trust
Confidence to the said Charles Obama and Henry Obama the
Successors and his heirs to hold the other Moiety of my
right title and Interest in and to the said House and Lot
of Land to the use benefit and behoof of my Brother
Arthur H. Obama of the City and State aforesaid to him

147 and his heirs forever. And the said Marcus N. Kelly and the said Rebecca Obama for themselves their heirs Executors administrators and assigns covenant to make and execute at their proper cost and charges and at the reasonable request of the said Charles Obama and Henry Obama and the Survivor and his heirs such other and further deed conveyance and assurances as may be necessary to carry into effect the true intent and meaning of these presents. In witness whereof the said Parties to these presents have hereto interchangeably set their hands and seals the day and year first above mentioned Signed sealed and delivered Marcus N. Kelly L.S.
in the Presence of ————— Rebecca Obama (L.S.)
Jane Potterson Charles Obama (L.S.)
Joseph Cophinger Henry Obama. (L.S.)
Jane Potterson being duly sworn in a deoath that she was present and saw Marcus N. Kelly, Rebecca Obama, Charles Obama and Henry Obama sign seal and deliver the within Instrument of writing for the purposes therein mentioned, and that she together with Joseph Cophinger witnessed the same

Given to before me this 12th June 1820
Chas^d S. Sucker (L.S.)
Witnessed 13th June 1820
State of South Carolina,

This Indenture made and executed on the twenty third day of June, in the year of our Lords one thousand eight hundred & twenty, between Jacob Guerard, Esquire of Beaufort District in the State of South Carolina of the first part; Ann Fraser, of Charleston ~~South Carolina~~, in the State aforesaid Spinster of the second part; and Charles Fraser brother of the said Ann Fraser, of the same place aforesaid of the third part.

Whereas a Marriage is intended to be forthwith had and solemnized by Gods permission, between the said Jacob Guerard and Ann Fraser, and upon treaty for the said intended marriage, it was agreed that such settlement should be made as is hereinafter mentioned. Now this Indenture Witnesseth, that in consideration of the said intended marriage, All and singular the estate, real and personal whatsoever, to which the said Ann Fraser shall be entitled at the time of her marriage shall be and remain, and for the use and benefit of the said Jacob Guerard and Ann Fraser, during their joint lives the principals thereof to be kept together

148 ¹⁴⁹ her undiminished during the said term, And the said Ann Fraser shall and may notwithstanding her said intended Coverture, by her last Will and Testament, in writing in due form of Law give bequeath and dispose of the same, at her free will and pleasure, and should the said Ann Fraser happen to survive the said Jacob Guerard, then the said Ann Fraser shall stand seized and possessed of the same, to her and her heirs, absolutely and forever,

And, for the considerations, aforesaid the said Jacob Guerard for himself his heirs executors and administrators hath further covenanted promised granted and agreed, & by these presents, doth covenant promise grant and agree, to and with the said Charles Fraser, Trustee as aforesaid, his heirs executors and administrators that he the said Jacob Guerard, shall and will well and truly lay out, and invest the full and just sum of twenty thousand dollars, in six per cent stock of the United States or in some other goods and well secured public or private stock, most likely to produce a safe and permanent income within the said United States, and the profits and income arising from the said sum of Twenty thousand dollars, shall be and become, from and immediately after the death of the said Jacob Guerard, bearing the said Ann Fraser, surviving him shall be and become the absolute property of the said Ann Fraser, for and during her natural life, And one moiety of the said principal sum of Twenty thousand dollars, to wit the sum of Ten thousand dollars, shall be and become, the absolute property of her the said Ann Fraser, her executors administrators and assigns forever, And from and after the death of the said Ann Fraser, the other moiety of the said principal of Twenty thousand dollars, shall revert to the Estate of the said Jacob Guerard—

And should from any cause or accident the said sum of Twenty thousand dollars, not be laid out, vested as aforesaid then from and immediately after the death of the said Jacob Guerard, all and singular the Estate real and personal of the said Jacob Guerard, shall and will be, and is hereby charged with the payment to the said Ann Fraser of an annuity of the sum of Fourteen hundred dollars, every year for and during her natural life, And also with the payment, to her, of the said sum of Ten thousand dollars, to and for her sole use and benefit, absolutely and forever, And upon the payment by the Estate of the said Jacob Guerard, of the said sum of Ten thousand dollars, to the said Ann Fraser, surviving the said Jacob Guerard then the Estate of the said Jacob Guerard shall be and remain and is hereby henceforward charged with the payment of an annuity of seven hundred dollars, to the said Ann Fraser, for and during her natural

life in the place and steads of the said Annuity of Fourteen hundred
dollars, as aforesaid, and it is hereby further covenanted and agreed
that he the said Jacob Guenard shall and will, as soon as may be convenient and
in a reasonable time after the said intended marriage, purchase or cause to
be purchased a genteel residence in the City of Charleston, and furnish
the same in an appropriate and suitable manner, and supply a sufficient
number of Domestic for the said Establishment, and which said resi-
dence Furniture and Domestic, should she the said Ann Fraser
survive him the said Jacob Guenard shall be well and duly settled
affirmed and secured to her the said Ann Fraser, to and for her use
and benefit & occupation for and during her natural life, after
or the death of the said Jacob Guenard, And it is hereby declared
and agreed by and between all the said Parties to these presents,
that the settlement and provision hereby made or intended to
be made for the said Ann Fraser, is for and in full and complete
satisfaction and bar of all claim and demands of doer, And
thereas or any Claim demands or share whatsoever which she may
or otherwise might have, claim challenge or demands against or
out of any of the Lands, tenements hereditaments goods & chattels
which he the said Jacob Guenard is or shall or may be seized
or possessed of during the said intended coverture. And it is further
mutually covenanted, promised, granted and agreed by and between
the parties to these presents, that it shall and may be lawful to
and for the said Charles Fraser, to assign relinquish and sur-
render, his trusteeships as aforesaid, at any time that he shall be
mindes and assensuous so to do, and that the said Jacob Guenard
and Ann Fraser, or the said Ann Fraser should she survive
the said Jacob Guenard by deeds under seal in the presence
of two witnesses may constitute nominate and appointed,
another trustee or trustees, in their place and steads of the
said Charles Fraser, or his successor, as trustee aforesaid,
which said trustee or trustees so to be appointed & his or
their successors, shall and may possess & exercise all and singular
the rights powers and authorities of the said Charles Fraser as trustee
aforesaid. In Witness whereof the parties to these presents, have
hereunto, set their hands and seals, the day and year first above
written

in presence of

Augustus Winthrop

Charles Winthrop, —

sworn made oath that he was present and saw Jacob Guenard

Jacob Guenard, L.S.

Ann Fraser, L.S.

Charles Fraser, L.S.

Augustus Winthrop being duly

150 Ann Fraser and Charles Fraser, sign seal and deliver to the within
Marriage deeds for the uses and purposes therein mentioned
and that he with Charles Wintthrop witnessed the same,
Sworn to before me this 5th day of July 1820 By "Effe J. R.P.
Recorded 5 July 1820

The State of South Carolina

This Indenture made the third day of May in the year of our Lord One
Thousand eight hundred and twenty, Between Mary Hamlin of Christ
Church Parish in the State aforesaid Spinster of the first part, James Ander-
son of Christ Parish in the said State Planter of the second part, and Thomas
Hamlin & John Hamlin, of Christ Church Parish in the said of the third part,
Whereas the said Mary Hamlin is seized and possessed of an Estate of
Inheritance in fee simple of, in, and to the real property, particularly
described and set forth, in a schedule, hereto annexed, and to be taken
as and for a part of this deed, and is possessed of a considerable person-
al property, which is also particularized and specified in the said
Schedule. And Whereas, a marriage by Gods permission is shortly intended
to be had and solemnized between the said Mary Hamlin and the said
James Anderson, Testified by his being a party to and executing these
present, that all and singular the real and personal property particu-
larly described, specified and set forth, in the said Schedule, should
be given granted bargained sold transferred assigned and conve-
yed by the said Mary Hamlin to the said Thomas Hamlin and
John Hamlin, their heirs Executors Administrators and assigns to for
and upon the several uses, trusts intents and purposes, hereinafter ex-
pounded, and declared, of and concerning the same. Now this Indenture
witnesseth, that the said Mary Hamlin by and with the pri-
vily consent knowledge and approbation of her intended husband
the said James Anderson testified as aforesaid by his being a party
to these presents, in consideration of the Marriage so intended to
be had and solemnized and also in consideration of the sum
of One Dollar to her in hand paid and truly paid by the said John
and John Hamlin at & before the sealing and delivery hereof (the receipt
of which is hereby acknowledged) hath given granted bargained
sold transferred assigned and conveyed and by these presents, doth
grant bargain sell transfer assign and convey unto the said Thomas
Hamlin and John Hamlin, all and singular the real and personal
property particularly described, specified and set forth, in the said
Schedule, hereto annexed. To have and to hold the said property
real and personal and every part and parcel thereof unto the
said Thomas Hamlin and John Hamlin their heirs, executors, adminis-