

Writing bearing date on or about the fifth day of March in the year
of our Lord one thousand eight hundred and twenty nine under
the respective hands and seals of Henry T. Habes and Joseph W. Fisher
a sum of Fourteen (\$1400) Hundred Dollars is secured to be paid by the
said Henry T. Habes and Joseph W. Fisher and their ^{respective} executors and
administrators unto Thomas Hunt loan assigned of the honorable
Court of Equity for the said State his Successors in Office or assigns
with the legal interest of the State thereon payable at the times then
mentioned. And whereas the said Thomas Hunt by his assignment an-
drew his hands and seal on the day and year last aforesaid transferred
the said Bond to Augustus H. Gilliland and Robert W. Gilchrist assignees
of Thomas Hookland who afterwards duly transferred the said Bond to
the said William Stuart. And whereas the said Robert W. Gilchrist by their
two promissory notes bearing date the first day of April in the year
of our Lord one thousand eight hundred and twenty nine promised
to pay the sum of One Thousand and thirty nine /1039/ Dollars
to Stephen Watson or Order in Eight Months after date and the
sum of One thousand and forty nine /1049 3/4/ Dollars thirty two
cents to the said Stephen Watson or Order in Ten months after date
and the said Stephen Watson to whom the said notes were made payable
indorsed the same to Alexander Tindall who afterwards indorsed them
over to the said William Stuart which said Bonds and promissory notes
are specified in the Schedule B hereunto annexed. And whereas in
considerations of the said intended Marriage and of the love and affec-
tion which the said William Stuart hath and beareth to the said Julia
Moore his beloved Wife and for making such provision and settlement
upon and for her two minor children by a former Marriage & to wit
Roman and then Servius Stuart and Mary Kennedy Stuart as is here
inafter mentioned, it was agreed that the said Bonds and notes here
before mentioned and specified in the Schedule B should be settled
and applied to such uses upon such terms as and to and for such intents and
purposes and in such manner as and hereinafter is contained expressed and
declared of and concerning the same. Now therefore this Indenture Witnesseth
that in presence and for the performance of the aforesaid agreement
in consideration of the said intended Marriage for the purposes afo-
said and for and in consideration of the sum of Five Dollars of like
lawful money to the said William Stuart paid by the said Lewis
Trapnann and a Robert Stuart at or immediately before the sealing &
delivery of these presents (there certaint value of is hereby acknowledged
be the said William Stuart with the privacy and approbation of the
said Julia Moore) testified by her being a party to and sealing and
delivering these presents. Now because sole assigned transferred

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and others and by their parents both bargained and sold assigned transferred and
set over unto the said Lewis Trapenard and Robert Stuart their executors
administrators and assigns All that the said sum of Seven thousand Dollars
and all that the said sum of Four hundred and Twenty Nine Dollars and all that the
said sum of One thousand and thirty nine Dollars thirty two Cents & a half
as herein before is mentioned and specified in the Schedule B hereunto
annexed and all interest now due or hereafter to become due for the same
together with the said unpaid and Bonds & Obligations and promissory
Notes and the full benefit thereof And also the right full interest prop-
erty claims and demand whatsoever both at Law and in Equity of him the said
William Stuart of in to the same premises respectively or any part thereof
respectively with full power and authority for either of them to ask sue for
recover and receive and to give effectual receipts and discharges for
the said monies and interest and premises hereinof as assigned and
any or any part thereof respectively To Have ~~and~~ Hold receive and take
the said sum of Seven thousand Dollars and the said sum of Four hundred
and Twenty Nine Dollars and the said sum of One thousand and thirty nine
Dollars and the said sum of One thousand and thirty nine Dollars thirty
two Cents and interest on all the said sums unto the said Lewis Trapenard
and Robert Stuart their executors administrators and assigns upon the trust
and to and for the intents and purposes and with render and subject to the
powers powers of receipt and declaration hereinafter expressed & de-
clared of and concerning the same (that is to say) In trust for the said
William Stuart his executors administrators and assigns until the said
intended marriage shall be had and solemnized and from and im-
mediately after the solemnization thereof then upon Trust that they the said
Lewis Trapenard and Robert Stuart and the survivor of them and the
executing administrators and assigns of such survivor do and shall from time
to time pay the interest and annual produce of all and singular the said
Bonds & Obligations and Notes herein before mentioned & specified in the Schedule
B hereunto annexed to or permit the same to be received by the said William
Stuart and Julia Moore for their joint use and benefit during the term
of their joint natural lives or until he the said William Stuart shall
be found and declared a Bankrupt or shall become insolvent or
shall take or accept the benefit of any Act of any Country made or to be
made for the relief of insolvent debtors. And from and after the determination
of the aforesaid Trust herein before declared for the benefit of the said
William Stuart and Julia Moore in Case the same shall happen during
their joint lives do and shall pay the and satisfy the interest
and annual produce of the Bonds & Obligations and promissory Notes
and assignees to such person or persons as or for such intents and purposes

as the said Julia Moore shall from time to time notwithstanding
 Covenant by any writing or writings under her hand direct or appoint
 to the intent that the same may be for the sole and separate use and
 at the absolute and uncontrolled disposal of the said Julia Moore
 may not be liable to the debts or contract or engagements of the
 said William Stuart and in default of such direction or appoint-
 ment into his own hands and the receipts of the said Julia Moore
 or of her appointed notwithstanding her Covenant to be from time
 to time sufficient discharges for the same and from and after the death
 of the said William Stuart do and shall during the life of the said Julia
 Moore pay the interest and annual produce of the Bonds and obligations &
 promissory notes last aforesaid to or permit the same to be received by
 her the said Julia Moore for her use and benefit and for the use and
 benefit maintenance and education of the children by this intended
 Marriage and the children by the former Marriage of the said Wil-
 liam Stuart to wit, Ann Maria Stuart and Mary Kennedy
 Stuart and from and after the determination of the trust herein-
 before declared and the death of the said Julia Moore the survivors of the
 of the said William Stuart do and shall stand and be possessed of
 and interested in all and singular the Bonds and obligations and pro-
 missory notes last aforesaid and all the interest and annual produce
 thereof respectively in Trust for all and every the children of the
 said William Stuart by the said Julia Moore and the two children of the
 said William Stuart by a former marriage to wit Ann Maria Stuart
 and Mary Kennedy Stuart to be divided between and among
 them if more than one in equal shares and proportions when they
 first shall attain the age of twenty one years and if there shall be
 one such child the whole to be in trust for that one child. And if
 the said Julia Moore shall survive the said William Stuart then the
 said child or children of the said intended Marriage living at the time and
 the said Ann Maria Stuart and Mary Kennedy Stuart being
 both departed this life in the life time of the said Julia Moore then
 the said Lewis Tappan and also Robert Stuart and the survivors of them
 and the executors administrators and assigns of each Survivor shall
 stand and be possessed of and interested in all and singular the Bonds
 and obligations and promissory notes last aforesaid and all the interest
 and annual produce thereof respectively in Trust for her the said Julia
 Moore her executors administrators and assigns but if the said Julia
 Moore shall die in the life time of the said William Stuart then
 in trust to pay the interest and annual produce of the Bonds and obligations
 and promissory notes last aforesaid to or permit the same to be received by the
 said William Stuart for the use and maintenance and education of the child

by the intended Marriage and the two Children of the said William Stuart by a
former marriage to wit Ann another Son of Stuart and Mary Kennedy Stuart &
immediately after the decease of the said William Stuart the Survivors of the said
John Eliza Moore &c and shall stand and be disposed of and interested in and
singular the Bonds or Obligations and promissory Notes last aforesaid and all
the interest and annuities produced thereof respectively in Trust for and
among the Children and Child of the said William Stuart by the said John
Moore and the two Children of the said William Stuart by a former marriage
to wit Ann another Son of Stuart and Mary Kennedy Stuart to be divided between
among them if more than one in equal Shares and proportions when they grow
shall attain the age of twenty one year and if there shall be but one Child
the whole to be in Trust for that one Child and if there be no Child
of the said intended Marriage the said William Stuart surviving the
said John Moore and if Children the said Children during the lifetime
of the said William Stuart Survivors and the Ann another Son and the
and Mary Kennedy Stuart having also departed this life then in Trust
for them the said William Stuart his Executors administrators and
assigns free and discharged of and from all further limitations and
trusts of and concerning the same And it is hereby declared and
agreed by and between the Parties to these Presents that it shall and
may be lawful and for the said Lewis Chapman and his Executors ad-
ministrators from and after the solemnization of the said intended Mar-
riage to receive from the said Thomas Moore Executors of the Estate of
the said John Eliza Moore the distributive Share or portion of the Estate
of the said John Eliza Moore to which the said John Eliza Moore is entitled as
aforesaid and that his receipt in Writing shall be sufficient and effectual
discharge for the same or so much thereof respectively as in such receipt or receipts
shall be expressed and acknowledged to be received. And that it shall and may
be lawful (by and with the consent and approbation of the said John Eliza Moore
and William Stuart or the Survivor of them to be signified by writing under their
live or dead hands or hand during the lifetime of them or the Survivor of them and
after the decease of the Survivor of them at the discretion and of the proper
authority of the Survivor of them the said Lewis Chapman and Robert Stuart
for the said Lewis Chapman to call in and collect the said Monies or to
settle the aforesaid distributive Share and Bonds or Obligations and Notes spec-
ified in the Schedules A and B hereunto annexed hereby whereby intended to
be applied as aforesaid in any part thereof and to lend and place out
the same or any part thereof upon any public or private Security or Securities
at interest or to invest the same or any part thereof in the purchase of real
Estate or of Stock in any of the public Companies or funds subject to the trusts
aforesaid or to remit the same or any part thereof to Robert Stuart his Executors
to be invested in England in such manner as shall be signified by the respective

parties as aforesaid subject to the trusts as aforesaid and the receipts of the said Robert Stewart shall be sufficient and effectual discharges for the same to the said Lewis Chapman and for so much thereof as shall therein be expressed or acknowledged to be received and so from time to time to cause such monies so lent or placed out on securities as aforesaid or to sell and dispose of such stock & real Estate so to be purchased or any part thereof as often as they shall think fit with such approbation as aforesaid & sufficient to the trusts before mentioned. And that it shall and lawfully be lawful for the said Robert Stewart to call in and collect all monies which he may have invested and to sell all stock or other property or any part thereof in which the same may be invested subject to the trusts as aforesaid with such approbation as aforesaid and to lend and place out thereon a sum or part thereof upon any public or private security or securities at interest or to invest the same or any thereof in the purchase of real Estate or stock in any of the public Companies or funds subject to the trusts as aforesaid or to convert the same or any part thereof to & convert Chapman & Co Trustees to be invested or loaned in such manner as shall be signified by the respective parties as aforesaid subject to the trusts as aforesaid and the receipts of the said Lewis Chapman shall be sufficient and effectual discharges for the same to the said Robert Stewart for so much thereof as shall therein be expressed or acknowledged to be received. And it is hereby further declared and agreed by and between all the said parties to these presents that the said Lewis Chapman and Robert Stewart their heirs executors administrators shall not be charged or chargeable with or accountable for any more monies than they respectively shall actually receive by virtue of trusts as aforesaid nor with or for any loss which shall happen of the said monies and trust Estates or any part thereof so as the same happened without their wilful default nor the one of them for the other of them or for the acts deeds or defaults of the one of the others but each of them only for his own acts deeds and defaults. And further that when the said Lewis Chapman and Robert Stewart or either of them shall happen to die and depart this life during the continuance of the aforesaid mentioned trusts or any of them then and in such case it shall and lawfully be lawful to and for the said John Moore and William Stewart or the survivor of them or the Executors or Administrators of such survivor by any writing or writings under his or their hands and seals or hand and seals attested by two or more credible Witnesses to nominate substitute and appoint any new trustee or trustees for the purposes aforesaid in the place and stead of him who shall so happen to die. In Witness whereof the parties to these presents have hereunto set their hands and seals on the day and year first above mentioned - John Moore (Seal) William Stewart (Seal) Lewis Chapman

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(Read). Signed Sealed and Delivered by Julia Moore
William Stuart and Lewis Chapman in and presence there being an em-
sued in the tenth line line from the top of the 2nd page the words "the of said
distribution share" being written above the 20th line from the top of the 4th
page the words "of the principal" being written above the 27th line from the top of
the 1st page and and ceased in the 20th line from the top of the 5th page the word
Companies being written on the written. Edward Mitchell Robt P. Pliskin
Schedule A. Alexander Shack's Bond to Thomas Moore Esq. He Moore dated
10th April 1825 Penalty \$8300 Conditions \$4150.
Edw and Mitchell's Bond to Thomas Moore Esq. He Moore dated 6th Decem-
ber 1825. Penalty \$2100. Conditions \$1050. Thos. W. face to Thomas Moore
Esq. He Moore dated 27th May 1825. Penalty \$14,629. Conditions \$7314. 27th May
John L. Howell & Linnell L. Howell to Thomas Moore Bond dated 1st July
1828 Penalty \$6400 Conditions \$3200 Wm. G. Brown Esq. de Brown and Robt.
Brown to Thomas Moore Bond dated 23rd January 1828 Penalty \$9000. Con-
ditions \$4500. Alex. House to Thomas Moore Bond dated 15th April 1827
Penalty \$1000. Conditions \$700. John House Esq. to Thomas Moore Esq. He Moore
Bond dated 3rd April 1828 Penalty \$8000. Conditions \$4000. Jules Lachetie &
Alex. Lachetie to Thomas Moore Bond dated 6th Dec. 1828. Penalty \$2400 Con-
ditions \$1200. M. Atherton's Bond \$12,600 the presence of the same Walbridge
Bond \$2,000. in the presence of the same. 499 Union Bank Shares & Remind
Insured Shares Kelly and his Children Julius & George & Lew in
St. Michaels Church (Real Estate) Schedule B Stephens Watson to
William Stuart Bond dated 10th April 1829 Penalty \$14000 Conditions \$7000.
Henry H. Haber and Joseph W. Haber to Thomas Hunt Commissioner in
Equity Bond dated 5th March 1829 signed to appear of Coleman who appeared
the same to William Stuart Penalty \$7500. Conditions \$4000. He Pleasure
He note to Stephens Watson dated 1st April 1829 for \$1039. payable in
Eight Months after date Endorsed Stephens Watson and Alexander Sinclair
He Pleasure He note to Stephens Watson dated 1st April 1829 for \$1029. 25th
payable in Twelve Months after date Endorsed Stephens Watson and
Alexander Sinclair. Personally appeared before me Robt. Pliskin
and made oath that he was present and saw Julia Moore William
Stuart and Lewis Chapman sign and seal the within Instrument of
Writing for the uses and purposes therein mentioned and that he with Edward
Mitchell witnessed the execution thereof. Two months before and this first
Day of May A.D. 1829. In the Ward of St. D.

Recorded 1st May 1829

The State of South Carolina



This Indenture of three parts made on the twentieth day of April in the year of our Lord One Thousand Eight Hundred and Twenty Nine Between Benjamin A. Bannard of the District of Columbia and State aforesaid of the first part, Henrietta Palmer Schmitt of the City of Charleston and State aforesaid of the second part and Elizabeth Schmitt of the City and State last last aforesaid Widow and John F. Schmitt formerly of Charleston but now of Baltimore in the State aforesaid of the third part. Whereas a marriage hath been agreed upon and intended by divine permission to be shortly hereafter had and solemnized between the said Benjamin A. Bannard and the said Henrietta Palmer Schmitt. And Whereas the said Henrietta Palmer Schmitt entitled in her own right in absolute fee simple in and to certain Real Estate as well situated hereinafter in a Schedule thereof hereunto annexed than to her as the said Henrietta Palmer Schmitt is also entitled in her own separate right in and to certain Personal Estate mentioned hereof as well as in a Schedule of the same hereunto annexed. And Whereas upon the treaty of the said intended marriage, they agreed by and between the said parties that the Real and Personal Estate to which the said Henrietta Palmer Schmitt is entitled in, on, and under and hereinafter more particularly mentioned and described should be conveyed transferred a present and solemn and finally and effectually to the said Elizabeth Schmitt and John F. Schmitt ^{in joint and several} their heirs and assigns forever that is and to be forever the several heirs and assigns of the said Henrietta Palmer Schmitt and her heirs and assigns forever and purposes hereinafter expressed and declared of and concerning the same. Now therefore this Indenture witnesseth that in pursuance of the said recited agreement and in consideration of the said intended marriage and also in consideration of the sum of Five dollars to each of them the said Benjamin A. Bannard and Henrietta Palmer Schmitt in hand paid by the said Elizabeth Schmitt and John F. Schmitt and each of them at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, that the said Henrietta Palmer Schmitt by and with the jointly and consent of the said Benjamin A. Bannard had intended her hand, testified by his being a party to and sealing and delivering of these presents, hath granted bargained sold released transferred and set over and by these presents doth grant bargain sell release transfer and set over unto the said Elizabeth Schmitt and John F. Schmitt and each of them their heirs and assigns all that House and lot of Land situate lying and being in the City of Charleston and State aforesaid at the South East corner of King and Market Streets measuring and containing in front on King Street aforesaid thirty one feet five inches / 31 ft 5 in or thereabouts and in depth well known to be aforesaid One Hundred and Twenty Eight feet / 128 ft or thereabouts. Beginning and Bounding to the East in

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now a late of Abraham Otterbein's, to the South in Lands now late of Nathan
Hart's to the West on King Street aforesaid and to the North on Pine Street
aforesaid Also the following Negro Slaves viz Subit and his Son William
together with all and singular the rights Members Hereditaments and
appurtenances to the said House and lot and Premises belonging and
any wise incident or appurtenances, and also with the future issue and
increase of the Household and named Negroes, To Have and To Hold
the said House and lot with the appurtenances and all and singular
other the Premises and also the said Slaves Subit and William with the future
issue and increase of the same unto the said Elizabeth Schmidt and John
Schmidt and each of them their heirs and each of their Heirs Executors Adminis-
trators and assigns forever, In Trust nevertheless to and for and upon the seve-
ral uses trusts intents and purposes and subject to the several provisions powers
limitations and agreements herein after mentioned herein expressed and
declared of and concerning the same that is to say In Trust to and for
the use and behoof of the said Henrietta Portia Schmidt and her heirs
until the solemnization of the said intended Marriage and a good and true
immediately after the solemnization thereof In Trust that the said Elizabeth
Schmidt and John Schmidt and each of them and their heirs and each of their Heirs
Executors Administrators and assigns during the joint lives of the said Benjamin
A O Bammer and Henrietta Portia Schmidt his intended Wife shall and
do permit and suffer or else suffer and consent unto and empower the
said Benjamin A O Bammer to receive and take the rents issues and profits
of the said Real Estate and the hire and profits of the said Personal Estate hereby
granted or intended to be granted conveyed transferred and sold for and during
the joint lives of the said Benjamin A O Bammer and Henrietta Portia
Schmidt his intended Wife and for their mutual benefit and support but
not to be subject to the debts contracts or engagements of the said Benjamin A
O Bammer and sold from and after the death of the said Henrietta Portia
Schmidt should she die before her said intended Husband, Then in
Trust to permit and suffer the said Benjamin A O Bammer and his heirs
to have hold possess and Enjoy all and singular the said Real and Personal
Estate with their and every of their appurtenances and to have hold possess
receive and take the rents issues profits and hire thereof and of every part
thereof from thence forth to and for his and their own proper use and bene-
fit for and during and unto the full end and term of the natural life of the said
Benjamin A O Bammer, But should the said Benjamin A O Bammer die before
this life before the said Henrietta Portia Schmidt his intended Wife Then
upon Trust that they the said Elizabeth Schmidt and John Schmidt and
each of them and their heirs and each of their Heirs Executors Administrators
and assigns do and shall permit and suffer the said Henrietta Portia
Schmidt the intended Wife of the said Benjamin and his assigns to have

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hold possess and enjoy all and singular the aforesaid Real and Personal Estate with their and every of their Appurtenances and to Have receive and take the rents issues profits and benefits thereof and of compound thereof Henceforth to and for her and their own proper use and benefit for and among and unto the full end and use of the natural life of the said Anne and after the several deceases of them the said Benjamin & Hannah & Hannah his wife well as before said upon this further Trust that they the said Elizabeth Schmitt and John Schmitt and each of them and the Executors Administrators and assigns of them and each of them shall stand possessed of and be possessed by and the aforesaid Real and Personal Estate with their and every of their appurtenances in Trust and to and for the only use benefit and advantage of all and every the Child and Children of the said intended Marriage that may be living at the death of the Survivor of them the said Benjamin & Hannah and Hannah his Wife to be equally divided betwixt and such Children share and share alike if more than one and if but one such Child to and for the use benefit and advantage of such only Child he has a Third Herein absolutely and forever. Provided always that in case any Child or Children of the said intended Marriage shall happen to die in the life time of the said Benjamin & Hannah and Hannah his Wife or of the Survivor of them and such Child or Children of the said Marriage as aforesaid shall happen to leave any Child or Children of his her or their Body or Bodies that shall live until the decease of the Survivor of them the said Benjamin & Hannah and Hannah his Wife then and in such Case upon and to permit and suffer all and every such Grand Child or Grand Children of the said Benjamin & Hannah and Hannah his Wife equally to have receive and take all and every the Share and Shares of the aforesaid Premises Real and Personal or such Estate in Trust then or which the Father or Mother of such Grand Child or Grand Children would have been entitled unto by virtue hereof if he she or they should have happened to have lived until the decease of the Survivor of them the said Benjamin & Hannah and Hannah his Wife then in default of such Child or Children of the said intended Marriage that shall live until the decease of the Survivor of them the said Benjamin & Hannah and Hannah his Wife then in default of such Child or Children Grand Child or Grand Children in Trust that they the said Elizabeth Schmitt and John Schmitt and each of them and the Executors Administrators and assigns of each of them shall stand possessed of all and singular the aforesaid Premises Real and Personal in Trust and to and for the only use benefit and advantage of the Heirs and Heirs at Law of the said Hannah and the Heirs and assigns of the said Heir or Heirs at Law absolutely and forever. Provided also that should the said Hannah or her intended Husband and there should be any

defunct of issue of said marriage then in Trust to and for such person or persons in such parts Shares and proportions and upon such conditions manners and forms as the said Henrich Potters Schmitt by any Deed or Writing or by his last Will and Testament in writing to be by him duly executed shall give direct limit or appoint the same. Provided also that in Case during hereafter at any time said advantageous or proper to have the property herein by or described or any part thereof sold the said Elizabeth Schmitt and John F. Schmitt or either of them or the Executors Administrators or Assigns of them or either of them shall be and are hereby empowered and authorized to sell the same or any part thereof upon or according to the said Henrich Potters Schmitt or with his request to do so which request shall be signed by the said Henrich Potters Schmitt or by two or more credible Witnesses and the said Trustees shall immediately after such said a Sale must lay out a disbursement of the proceeds arising from said Sale a Sale in the purchase of any other property real or personal or both in Trust near the life to and for the same uses and purposes as those already expressed with this Exception hereinafter that should the said said Thomas and not be so sold the sum of Five Thousand Dollars (\$5,000) only shall be in Trust to and for the same uses and purposes as those already expressed the balance of his purchase money for said Thomas after deducting the said sum of Five Thousand Dollars if any balance there be shall be for the use and benefit of the said Benjamin A. C. Pannor and Henrich Potters Schmitt his intended Wife free and absolutely discharged of and from any further or other Trust. 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 and in the fifty third Year of the Sovereignty and Independence of the United States of America.

Benjamin A. C. Pannor (Seal) Henrich Potters Schmitt (Seal) Elizabeth Schmitt (Seal) John F. Schmitt (Seal) Signed sealed and Delivered in the presence of the words "Executors Administrators" on the 33^d line of 2^d page being first erased and the words "trust and" being first interlined above last line of said page. Mary Eliza Schmitt. John F. Schmitt. Personally appeared Peter J. Schmitt and made oath that he saw Benjamin A. C. Pannor and Henrich Potters Schmitt Elizabeth Schmitt and John F. Schmitt sign and seal the within Instrument of Writing for the uses and purposes therein mentioned and that he together with Mary Eliza Schmitt witnessed the execution thereof. Sworn to before me this first day of May 1829. Ans. Wm. N. D.

Schedule of Estate Place and Person of Henrich Potters Schmitt seemed to him to be by marriage Settlement attached unto a lot of Land at the South East Corner of King and Market Streets in Charleston with a three Story Brick House and out buildings

hold possess and enjoy all and singular the aforesaid Real and Personal Estate with their and every of their Appurtenances and to Have receive and take the rents issues profits and bene thereof and of compound thereof thenceforth to and for her and their own proper use and benefit for and during and unto the full end and term of the natural life of the said ^{first and only} the survivor of them the said Benjamin & Hannah & Hermetta his wife well & lawfully to be enjoyed this further Tenor That they the said Elizabeth Schmitt and John F. Schmitt and each of them and the Executors Administrators and assigns of them and each of them shall stand and be possessed of all and singular the aforesaid Real and Personal Estate with their and every of their appurtenances in Trust and to and for the only use benefit and advantage of all and every the Child and Children of the said intended Marriage that may be born at the death of the Survivor of them the said Benjamin & Hannah and Hermetta his Wife to be equally divided betwixt and betwixt Child or Children and share alike of more than one and of but one such Child or Children for the use benefit and advantage of such only Child or Children as there may be absolutely and forever. Provided always that in case any child or children of the said intended Marriage shall happen to die in the life time of the said Benjamin & Hannah and Hermetta his Wife or of the Survivor of them and such Child or Children of his said Marriage as aforesaid shall happen to leave any Child or Children of his her or their Body or Bodies that shall live until the decease of the Survivor of them the said Benjamin & Hannah and Hermetta his Wife then and in such case upon that and to permit and suffer all and every such Grand Child or Grand Children of the said Benjamin & Hannah and Hermetta his Wife equally to have receive and take all and every the share and shares of the aforesaid Premises Real and Personal or such Estate in trust then as which the Father or Mother of such grand Child or grand Children would have been entitled unto by virtue thereof if he she or they ~~shall~~ ^{had} ~~happened~~ ^{had lived} until the decease of the Survivor of them the said Benjamin & Hannah and Hermetta his Wife then in default of such Child or Children or grand Child or grand Children in Trust that they the said Elizabeth Schmitt and John F. Schmitt and each of them and the Executors Administrators and assigns of each of them shall stand possessed of all and singular the aforesaid Premises Real and Personal in Trust and to and for the only use benefit and advantage of the said intended Marriage or Children of the said Hermetta and the said and assigns of the said Hermetta or Children absolutely and forever. Provided always that should the said Hermetta or Children survive her intended Husband and there should be a

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definit of Issue of said Marriage then in Trust to and for such person or persons in most parts. Names and proportions and upon such conditions manner and form as the said Henrietta Potomac Schmitt by any Deed or Writing or by her last Will and Testament in writing to be by her duly executed shall give direct limit or appoint the said Land also that in Case during hereafter at any time said advantageous or proper to have the property herein before described or any part thereof sold the said Elizabeth Schmitt and John H Schmitt or either of them or the Executors Administrators or Assigns of them or either of them shall be and lawfully empowered and authorized to sell the same any part thereof upon receiving from the said Schmitt a Petition or written request to do so which request shall be signed by the said Henrietta in the presence of two or more credible Witnesses and the said Trustees shall immediately after such sale or sales must lay out a disbursement of the proceeds arising from said sale or sales in the purchase of any other property real or personal or both in Trust in behalf to and for the same uses and purposes as those already expressed with this Exception however that should the said said House and lot be sold the sum of Five Thousand Dollars (\$5000) only shall be in Trust to and for the same uses and purposes as those already expressed. The balance of the purchase money for said House after deducting the said sum of Five Thousand Dollars if any balance there be shall be for the use and benefit of the said Benjamin A C Bannard and Henrietta Potomac Schmitt his intended Wife free and absolutely discharged of and from any further or other Trust. 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 and in the fifty third Year of the Sovereignty and Independence of the United States of America. Benjamin A C Bannard (Seal) Henrietta P Schmitt (Seal) Elizabeth Schmitt (Seal) John H Schmitt (Seal) Signed Sealed and Delivered in the presence of the words "Executors Administrators" on the 33rd line of 2nd page being first erased and the words "and one" being first interlined above last line of said page. Mary Eliza Schmitt Peter J Schmitt Personally appeared Peter J Schmitt and made oath that he saw Benjamin A C Bannard and Henrietta P Schmitt Elizabeth Schmitt and John H Schmitt sign and Seal the within Instrument of Writing for the uses and purposes therein mentioned and that he together with Mary Eliza Schmitt witnessed the execution thereof. Subscribed before me this first day of May 1829. His Word N D.

Schedule of Estate Real and Personal of Henrietta Potomac Schmitt deceased to her by Marriage Settlement attached hereto a lot of Land at the South East Corner of King and Market Streets in Charleston with a three story Brick House and out buildings

thence measuring 128 feet deep by 31 feet 5 inches in Width on King
Street, Bounding to the East and Land of 14 Ottenburg to the South on Land
of Southward Court to the west on King Street and to North on Market Street
Two Negroes Juliet and her son William. Benjamin A. C. Bannum Har-
rietta P. Schmidt - Elizabeth Schmidt - J. H. Schmidt - Witness Mary
Eliza Schmidt - John I. Shand

Recorded 1st May 1829

The State of South Carolina

This Indenture made this thirteenth day
of April in the year of our Lord one thousand eight
hundred and twenty nine between Sarah
Plater, executor of the first part Joshua Lawrence
Snowden Merchant of the second part and David
S. Yates and William Snowden all of Charleston
of the third part, Whereas a Marriage is by Gods
permission intended to be shortly had and solemniz-
ed between the said Joshua Lawrence Snowden -
and the said Sarah Yates a minor under the age
of twenty one years to wit of the age of nineteen years
and on the treaty of the said marriage it has been
agreed by and between the said Joshua Snowden
and the said Sarah S. Yates and her friends that
the fortune and estate of the said Sarah S. Yates
shall be settled as hereinafter mentioned and the
said Sarah S. Yates is seized and possessed of a
Lot of land in Charleston on Samuel Street under
a deed of her late father Joseph Yates dated the
first day of September one thousand eight
hundred and fifteen and will also be entitled
on attaining her day of marriage to an undiv-
ided part in remainder of a Lot of Land on
Edmondsons Wharf (late Demours) and to the
like part of a Lot in Elliott Street continued
also to the like undivided part of a Lot in the
Village of Washington also to the like part of a
Lot in Queen Street also to the like undivided
part of the following negro Slaves Charles his Wife
Dance a poor Children John Elias Charles and
Moses Mary and her three Children Nelly -
Sarah and Rebecca Sylvia and to her three
Children John Edward William Sally &

her daughters Emma and Rose Emma and her three
Children Charles Chas and John and the woman
Fatima and Lavinia under and by
virtue of a deed of her late father Joseph Yates -
conveying the said real and personal estate to the
A Rogers and Jeremiah S Yates in trust among
other things for the use of Mrs Elizabeth S Yates
during her widowhood and after her decease on
marriage to the issue of the said Joseph and -
Elizabeth S Yates as in and by the said deed
bearing date the twenty day of May in the year of our
Lord one thousand eight hundred and seventeen
and recorded in the Office of the Register of Meuse
Conveyances for Charleston District on the eight
day of May in the year of our Lord one thousand
eight hundred and seventeen and in the Secretary
of State's Office on the fifth day of July eighteen -
hundred and twenty two reference being thereunto
had will more fully appear and the said Sarah S
Yates on attaining her day of marriage will be also
entitled under the last Will of her father to an -
undivided sixth part of a house and lot in Middle
Street on the west side of Wood Street and to the like
undivided part of a three story brick house and lot
in Elliott Street and the like undivided part of a
Brick store at the corner of East Bay and Elliott
Street also to the like undivided share of the following
shares employed in the business of Joseph Sacket Bangs
Casar Walling Charleston Chas Rowley George Peter
and South and the said Sarah S Yates under the
same will is also entitled to an undivided sixth
part of a valuable house and lot in Meeting Street
in Remainder after the death of her Mother Mrs Elizabeth
Ann Yates. Now this Indenture Witnesseth that the
said Sarah S Yates for and in consideration of the
Premises and also in Consideration of the sum of one
Dollar to her in hand well and truly paid at and
before the sealing and delivery of these Presents by the
said David S Yates and William Edmund Hatcher
granted bargain and sold and by these Presents
Doth grant bargain and sell unto the said David

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David Yates and William Snowden and their
 heirs Executors and administrators All and singular
 her part share right Title and Interest in the
 lands houses and negro Slaves hereinafter mentioned
 To Have and To Hold to have to them their said
 David Yates and William Snowden and their
 Executors and administrators forever according
 to the nature of the several estates, In Trust never
 the less and to and for the uses intents and purposes
 following that is to say In trust for the use of
 the said Rachel Yates till the solemnization of
 the said intended marriage and from and after
 the said marriage then to be joint use benefit
 and behoof of the said Joshua Snowden and
 Rachel Yates his intended wife during their
 joint lives for the use and maintenance of the said
 Joshua Snowden and Rachel Yates & their
 family but not subject to the debts contracts or
 engagements of the said Joshua Snowden and
 from and after the determination of that estate in
 trust for the use of the survivor of them the said Joshua
 Snowden and Rachel Yates for his or her
 natural life as much for his or her use as for the main-
 tenance and tuition of the issue of the said intended
 marriage if any their should be and from and after
 the determination of that estate in trust for the issue of
 the said Rachel Yates then living to them and
 their heirs and assigns. But in case there should
 be no issue as aforesaid then from and after the
 decease of the said Rachel Yates if she should
 be the survivor and after the decease or second
 marriage of the said Joshua Snowden if he should
 survive the said Rachel Yates, In trust for the use
 of many Remarried Yates Sister of the said Rachel
 Yates and for her Executors administrators and
 assigns forever Provided nevertheless and it is the
 true intent and meaning of these Presents that
 it shall and may be lawful for the said David
 Yates and William Snowden or the survivor
 of them or of such person or persons as may be hereafter
 named and appointed in their place and stead

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by and with the consent of the said Isabel Yates and Joshua L. Snowden to sell and dispose of all or any part of the premises herein mentioned and ceded or intended as to be On Condition nevertheless that the purchase money be laid out and invested on the same trusts as are herein before declared - concerning the Premises and the said Joshua L. Snowden for himself his heirs Executors and administrators does hereby covenant promise and agree to and with the said David Yates and William Snowden that he will from time to time and at all times hereafter at the reasonable request of the said David Yates and William Snowden make do and execute all such other and further deed and deeds acts and things for the better - and effectual settling and securing of the premises to the uses hereinbefore mentioned as by the said David Yates and William Snowden and their heirs or the survivor of them or his or their counsel learned in the law may be reasonably devised advised or required, In Witness Whereof the parties to these Presents have hereunto set their hands and seals the day and year first above written - Joshua L. Snowden (Seal) Isabel Yates (Seal) William Snowden (Seal) David Yates (Seal) Sealed and Delivered in presence of (in the first page twenty seven crossed and eleven torn initials) in the 26 line of the second page, use as for the, intended unto the words "like" and "the" at the corners of the second and third pages before execution Witness Thomas P. Green Wm B. Yates Henry C. Green

Wm B. Yates made oath that he was present and saw Joshua L. Snowden Isabel Yates William Snowden and David Yates sign seal and Deliver the foregoing instrument of Writing for the uses and purposes therein mentioned and that he together with Thos P. Green and Henry C. Green witnessed the same, Sworn to before me this - 26th May 1829 John W. Warf J.D.

Recorded May 26th 1829

South Carolina This Indenture Partite made on the thirteenth day of May in the year of our Lord One thousand Eight Hundred and Twenty nine and in the Fifth, third year of the Independence of the United States of America, Between James Allen of Charleston in the state of said of the first part and Richard Wall also of the said City of Charleston of the second part and Phoebe House also of said City of the third part, Witnesseth that Whereas a Marriage is intended to be had and solemnized shortly between the said James Allen and the said Phoebe House and the said

Phoebe House is now the owner and is seized and possessed in her own right of two negro Slaves named James and Rachel and also of sundry Articles of Household and Kitchen furniture now in her possession all of which is set forth in the Schedule hereunto annexed Reference being thereunto had with more fully and at large appear, And Whereas it is the wish of the said James Allen to settle upon for the said Phoebe House his intended Wife, in the manner herein after mentioned as well the said two negro Slaves as the Household and Kitchen furniture above mentioned and referred to, Now therefore in order to carry into effect the wish of the said James Allen and in consideration of the said intended Marriage and also in consideration of the sum of Five Dollars by the said Richard Wall to the said James Allen and Phoebe House in hand paid the Receipt whereof they do hereby acknowledge they the said James Allen and Phoebe House have granted bargain sold aliened conveyed transferred and set over and by these presents do grant bargain sell alien convey transfer and set over unto the said Richard Wall the said two negro Slaves and all and singular the Household and Kitchen Furniture above mentioned and referred to and all the right title and Interest which they or either of them may have or have or hereafter may have in or to the same, So Have and So Hold all and singular the said two negro Slaves and the Household and Kitchen furniture above mentioned and referred to unto the said Richard Wall his Executors and administrators upon the

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the special Trust and confidence following that is to
say. In Trust to permit and suffer her the said Phoebe
to have take receive use and enjoy all and singular
the Household and Kitchen furniture above mentioned
and also the use work labour and service of the said two
negro Slaves until the solemnization of the said intended
Marriage and from and immediately after the solemn-
ization thereof, then In Trust that he the said Richard
Wall his Executors and administrators shall and will
from time to time and at all all times hereafter during
the joint lives of the said James and Phoebe permit
and suffer the said Phoebe notwithstanding her said
intended Coverture to have take receive use and enjoy
the said Furniture and also the use work labour and
service of the said two negro Slaves free clear and indepen-
dent of the Coverture in meddling or interference of her
said intended Husband and not to be liable in any man-
ner for his debts contracts or engagements whatsoever, And
from and immediately after the death of either of them
the said James and Phoebe then In Trust to have
and to hold all and singular the said two negroes and
Furniture to and for such use trusts and purposes as the
she the said Phoebe may in her life time by deed or
executed by her in the presence of three credible wit-
nesses or by her last will and Testament limit direct
and appoint notwithstanding her coverture And it is
further agreed between the said parties that it shall &
may be lawful for the said Phoebe during her said
intended Coverture by deed under her hand and Seal
and in the presence of three credible Witnesses to sell
and dispose of the said two negroes and Furniture or any
part thereof at public or private sale for cash or credit and
on such other terms as she the said Phoebe notwithstanding
her said intended Coverture shall think fit And the
said James and Phoebe for themselves their heirs Executors
and administrators do by these presents Covenant and agree
to and with the said Richard Wall and his Executors and
administrators that they the said James and Phoebe and their
Executors and administrators shall and will at any
time hereafter and at their proper cost and charges at the
Request of the said Richard Wall his Executors or administra-
tors

administrators make do and execute such further deed
 Conveyance or assurance in the law for the better and
 more completely carrying into effect the true intent and
 meaning of these presents as by the said Richard Wall
 a his Counsel learned in the law shall be reasonably
 devised advised or required. In witness whereof
 the said parties to these presents have hereunto set
 their hands and seals on the day and year first
 above written, James Allen (Seal) Rich. Wall
 Phoebe + Hance (Seal) Signed, sealed & delivered
 in the presence of ^{her & mark} J. H. Johnston Henietta Smith
 Schedule of the Estate of Phoebe Hance referred to in the
 annexed deed of Marriage Settlement viz.
 one negro Boy named James about the age of four years
 one negro woman named Rachel mother of the above Boy
 James all and every the articles of Household & Kitchen
 furniture now in possession of said Phoebe Hance
 she and she now resides now in possession of said
 Phoebe Hance where she now resides In witness of
 which Schedule the said parties have hereunto set
 their hands and seals on the same day and year first
 above written in the annexed deed of marriage
 Settlement James Allen (Seal) Rich. Wall (Seal)
 Phoebe + Hance (Seal) Signed, sealed and
 Delivered in the presence of ^{her & mark} J. H. Johnston Henietta
 Smith J. H. Johnston made oath that he
 was present and saw James Allen Rich. Wall
 Phoebe Hance sign and seal and Phoebe Hance put
 her mark and seal to this instrument of Writing for
 the uses and purposes therein mentioned and that he
 together with Henietta Smith witnessed to come
 before me this 26 May 1829 John Ward, J.

Recorded May 26th 1829
 The State of South Carolina To all to whom these
 presents shall come to be seen a made known Benjamin
 L. Edings of White Island sends Greeting

Whereas a marriage by Gods permission
 hath been lately had and solemnized between the said
 Benjamin L. Edings and Charlotte Phibbs now Charlotte
 P. Edings is entitled unto a distributive share of the

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undivided Estate of her deceased husband Doctor William
Chiscolm and it being the desire of all parties that the
Interest and portion of the said Charlotte P Edings should
be conveyed to her to the sole separate and absolute
use of the said Charlotte P Edings and to such person
or persons as she may appoint, Now know all men
by these Presents that the said Benjamin L Edings
in Consideration of the said marriage and in further
consideration of one Dollar to him in Hand paid by
George C Mackay and Marian Chiscolm the receipt
Whereof is hereby acknowledged Have granted
bargained sold and released and by these
Presents Doth grant bargain sell and release
unto the said George C Mackay and Marian
Chiscolm the survivor of them his Executors Admin-
istrators and Assigns All his to said Benjamin
L Edings right title interest benefit claim and
demand of in and to the said undivided portion
or share of the Estate of the said Doctor William Chis-
colm deceased to which the said Charlotte P
Edings is or may be entitled unto under the
last Will and Testament of the said Doctor William
Chiscolm or otherwise or to which she may be entitled
unto by virtue of the above recited marriage,

I Have and I Hold the said undivided portion
or share of the Estate of the said Doctor William
Chiscolm unto the said George C Mackay and
Marian Chiscolm and the survivor of them his or her
Executors Administrators or Assigns, In Full
Solethold to the sole separate and absolute use of
the said Charlotte P Edings during her life
and from and immediately after the death of the
said Charlotte P Edings then I In Trust to the use
benefit and behoof of which person or persons or
upon such trusts limitations and provisions as the
said Charlotte P Edings whether she be consent
or dissent may by her last Will & Testament
in Writing or by any instrument of purporting
to be her last Will and Testament
legally executed direct and appoint and in
default of such last Will & Testament in

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a Instrument purporting to be for last will and
Testament then to the absolute use benefit and
 behoof of the right Heirs of the said Charlotte P
Edwards free and discharged of and from all
further and other Trusts and Limitations If at
any time during Coverture or afterwards it shall
be the desire of the said Charlotte P Edwards to
alter and change the whole or any part of the Estate
herby conveyed to her sole and separate use -

Then in Trust upon the requisition in writing of
the said Charlotte P Edwards to sell and dispose
of the whole or any part of the said Estate and the
Proceeds thereof to vest in any other Property that
the said Charlotte P Edwards in conjunction with
at least one of her said Trustees shall or may deem
most conducive to her Interest and the Property
so purchased or investment so made to be held by
the said George C Mackay and Marian Whistler
and the Survivor of them his or her Heirs Executors
administrators or Assigns upon the same uses and
trusts as are above set forth touching & concerning
the Estate conveyed to the sole and separate use of the
said Charlotte P Edwards and in the same manner
to alter and change the said Estate as often as the said
Charlotte P Edwards in conjunction as aforesaid
shall or may deem expedient the Proceeds and
Investments in every case to be subject to the uses trusts
and limitations above set forth And the said
Benjamin Edwards doth covenant and agree to and
with the said George C Mackay and Marian Whistler
that he the said Benjamin Edwards and his Heirs -
Executors and Administrators and all persons -
claiming or to claim under him shall and will from
time to time and at all times hereafter upon every reason
able request and at the costs and charges of the said George
C Mackay and Marian Whistler or either of them &
the Survivor of them his or her Heirs Executors or admin
istrators make do and execute or cause to be made done
and executed all such further and other lawful &
reasonable acts and deeds conveyances and assurances
in the Law whatsoever for the further better more

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perfect and absolute granting conveying settling &
assuring the Premises to and for the uses and purposes
upon the Trusts and under and subject to the Promises
and limitations herein before mentioned expressed
and declared of and concerning the same as by
the said George C Mackay and Marian Christen
and the survivor of them his or her Heirs Executors
or administrators or their or any of their Counsel
learned in the law shall be reasonably devised
or advised and require. In witness whereof
the said Benjamin L Edings hath hereunto set
his Hand and affixed his Seal and that the
said George C Mackay and Marian Christen
in token of the acceptance of the aforesaid Trust
have also hereunto set their Hands & affixed
their Seals at Charleston the Fifth day of
March Anno Domini one thousand eight
Hundred and twenty nine in the Fifty third
year of American Independence, Benjamin L
Edings *(Seal)* Marianne Christen *(Seal)*
Sealed and Delivered in Presence of
A W Christen Elias Holbeck, S. C. Charleston Dist

Personally appeared before me Dr Elias
Holbeck and made oath that he saw the within
named Benjamin L Edings and Marianne Christen
sign and Seal this Instrument of Writing and that
he with A W Christen Witnessed the Execution hereof
shown to before me this 3^d Day of June 1829

Thos Senious Senes J P

Recorded June 3^d 1829
State of South Carolina

This Indenture tripartite made
the fourth fourteenth day of May in the year of our Lord
one thousand eight hundred and twenty nine,
between James C Stowen Mariner late of the town of
Georgetown of the first part Hannah Durant Widow
of the District of Maryland and State aforesaid of the second
part and Benjamin Sause of the District and State
aforesaid Whereas a marriage is intended shortly
to be had and solemnized by and between the said
James C Stowen and the said Hannah Durant

and whereas the said Hannah Durant is possessed of a Considerable personal estate consisting of two negroes to wit of a negro man named Christmas and of a negro Girl named Lucy and also of sundry articles of household furniture consisting of two feather beds and furniture thereunto belonging chairs tables Crockery and Glass ware and so forth and it hath been agreed by and between the said James C. Howren and the said Hannah Durant that after their said intended marriage had the said James C. Howren should during the joint lives of them the said James C. Howren and Hannah Durant - receive and enjoy the interest & profits of the said personal estate and that should be the said James C. Howren survive his said intended wife that in such case he should receive and enjoy the interest and profits of the said property during his life and at his death that the said property should descend to and be equally divided between such issue (Should there be any) of the said James C. Howren and the said Hannah Durant his intended wife as shall then be alive share and share alike and in failure of such issue the said property to be at the sole disposal of the said James C. Howren And it hath also been further agreed by and between him the said James C. Howren and her the said Hannah Durant that in case she should survive him the said James C. Howren her said intended husband she should receive and enjoy the interest and profits of the said property during her lifetime and at her death the said property to descend to and be equally divided between any such issue of him the said James C. Howren and her the said Hannah Durant his intended wife as shall then be alive, share & share alike and in failure of such issue the same to be at the sole disposal of her the said Hannah notwithstanding her coverture, Now this I do on time witnesseth that in pursuance of the before recited agreement and in Consideration of the sum of Five Dollars to the said Hannah Durant in hand paid by the said Benjamin

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Souse and Benjamin Holt to Receipt whereof
is hereby acknowledged the said Hannah Durant
by and with the privacy consent and agreement of
the said James C. Howren testified by his being made
a party to and his viewing and delivery of these presents
have granted bargained sold assigned transferred
and set over and by these presents doth grant
bargain sell assign transfer and set over unto
the said Benjamin Souse and Benjamin Holt
their Executors Administrators and Assigns the
said Negro man Christmas and the said negro
Girl Lucy together with the furniture of said

So Have and So Hold all and singular the
said property unto the said Benjamin Souse and
Benjamin Holt their Executors Administrators &
Assigns, in Trust Nevertheless and for such purposes
and under such provisions and agreements as are
hereinafter mentioned, That is to say in Trust for
the said Hannah Durant and her Assigns until
the consummation of the said intended marriage
then in Trust that they the said Benjamin Souse
and Benjamin Holt their Executors Administrators
and Assigns shall and do permit the said
James C. Howren during the joint lives of the
said James C. Howren and Hannah Durant
his intended wife to have receive take and
enjoy all the interests and profits of the said
property to and for his own use and benefit and in
case the said James C. Howren shall survive the said
Hannah Durant his intended wife then in trust
for him during his natural life and in case there
be issue of him the said James C. Howren and the
said Hannah his intended wife alive at the time
of his death then the said property to be holden in
trust for such issue until he or she or they shall
attain the age of twenty one or day of marriage
and upon the happening of either event the trustees
of said their Executors and administrators shall
assign transfer and pay over to such issue his or
her respective share or shares of the said property
But in case the said James C. Howren shall

shall survive the said Hannah and there should
 be no such issue then the said Benjamin Sause &
 Benjamin Holt their Executors and administrators
 shall assign transfer and pay over all the said property
 to the said James C. Hoare but in the event the said
 Hannah survives the said James C. Hoare her intended
 husband and his issue by him then the said
 Property to be holden in trust for so long the said
 Hannah during her natural life and at her death
 then in trust for such issue up on the same terms -
 limitations and conditions as are herein expressed
 Concerning issue in the event the said James C.
 Hoare had survived her the said Hannah But
 on failure of such issue and from and after the
 decease of the said James C. Hoare then if the said
 Hannah should survive him in trust that they
 the said Benjamin Sause and Benjamin Holt
 their Executors and administrators shall assign
 transfer and pay over all the said property to the
 said Hannah And lastly it is the express meaning
 and intention of these presents (as though the same
 was more fully set forth) that the property or any
 part of the same herein Voted in trust is to be
 holden in trust by the said Benjamin Sause and
 Benjamin Holt their Executors and administrators
 and assigns to the intent that the same may not be
 at the disposal or subject to the Control debts or
 engagements of the said James C. Hoare -
 otherwise than in the event of his surviving her the
 said Hannah his intended wife and on failure
 of issue in that case as aforesaid, In Testimony
 Whereof we the parties to these presents have hereunto
 Set our hands and Voted the day and year first
 above written James C. Hoare Esq. Hannah
 Deane Esq. Benjamin Sause Esq. Benj. Holt Esq.
 Signed Sealed and Delivered in presence of William
 Vaught Tho. Sause. We hereby acknowledge the
 receipt of the property in the within Instrument
 described and accept of the trust agreeably to the
 provisions of the same as herein set forth -
 May 14 1829 Benj. Sause Benj. Holt

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Recd of Benjamin Lause and Amy Holt the sum of
five dollars being the consideration money in the within
Instrument mentioned may 4th 1829 Hannah Durant
South Carolina County District, Before me Benj
A Thomson a Justice of the Quorum of the district -
aforesaid personally appeared Thos Lause who being
duly sworn deposed and said that he knew the
within named Lause to be Benjamin Hannah Durant
Benjamin Lause and Amy Holt Virgin &c &c and
in their act & deed duly execute the within Instru-
ment for the purposes therein set forth and that he
and William Vaught were subscribing witnesses
to the same - Sworn to before this 16 day of May
1829 A. Thomson J. R. Thos Lause &

Recorded June 10. 1829

State of South Carolina City of Charleston

Whereas a marriage is about to be had
and solemnized between John C. You Jr of the one
part and Hester A. Lewis on the other and whereas
the said H. A. Lewis is possessed or entitled to real or
personal estate which the said John C. You Jr is
desirous should be settled & secured to the said
H. A. Lewis and to her issue now living or that
may hereafter be born and to her and their own
separate use and behoof for her clear and un-
incumbered by any debts or difficulties by
which the said John C. You Jr may now or may
hereafter in any manner be incumbered, Now this
Indenture witnesseth that I the said H. A. Lewis
by and with the consent and approbation of the said
John C. You Jr evidenced by his being a party to these
presents do hereby grant bargain and sell unto
Thomas Salzer his heirs executors administra-
tors and assigns all and singular my right
and title to any real and personal estate of which
I am now or may hereafter be seized possessed or
in any way entitled in trust for the sole and
separate use and benefit of the said H. A. Lewis
and the issue of her body now living or that may
hereafter be born free clear and unaffected in
any way by the rights or liabilities of the said John

to you & on by any debts which he may now or may hereafter owe. It is also hereby provided that the said H. H. Lewis is to be entitled to a separate life estate in the property hereby conveyed that is to say that she is to be entitled to the rents and profits of the same for her life and separate use during her life and her issue then and not till then to be entitled to the same -

And it is hereby lastly, provided that in case the said John to Your Proshould die leaving the said H. A. Lewis surviving him either with or without children, that then he should become sole and absolute owner of the property hereby conveyed in the same way as if this deed had never been executed, Schedule of Property

A Bond Conditioned for the payment of Eight
Hundred Dollars signed by Thomas Selzer and
bearing date 6th December 1828 A Note or Note -
signed by Robt S Selzer for \$300 And a distribu-
tive share of the real estate of Thomas Selzer now
Deed to father of the above named Hester A Lewis

Witness our hands and seals this 20th of March 1834
 John to you J. H. Lewis Esq. witness,
 to the signature of John to you J. Henry Weston Ridgway
 You don't witness to the signature of Master A. Lewis
 Eliza C. Hunt Harriette P. You

State of Be in Charleston Dist Personally appeared
before me R. J. Gordon I and made oath that he saw
John C. Jones Jr sign and seal and deliver this deed &
that he with Henry Shotton witnessed the same, sworn
to before me this 25 day June 1829 No. 1000 in S. D. N.
So Carolina Charleston District Personally appeared
before me Eliza C. Jones who being sworn deposes that
she saw Hester & Lewis sign seal and deliver the within
deed for the purposes within mentioned and that she together
with Eliza C. Shurt witnessed the same, sworn to before
me this 25 June 1829 R. J. Gordon Jr D. No. 1000

Received 25 June 1829

Refer to Marriage & Divorcement Book No. 13 page 220 Report Miscellaneous on Record Book. 5 Dec. page 184.

[illegible]

and of all, and singular the premises. He the said Thomas How given granted executed & Delivered and doth hereby acknowledge that he hath given granted executed and delivered unto the said William Gibbs & Robert Verbit trustees his the said Thomas How and said Bond to them of this date in the penal sum of Forty thousand Dollars Conditioned for the payment of Twenty thousand Dollars with Interest thereon, To Have and To Hold take collect and receive the said Bond and all monies Principal and interest due and to grow due thereon unto the said William Gibbs and Robert Verbit their Executors - administrators and assigns or their successors or successors, In Trust Nevertheless to and for the several uses intents and purposes hereinafter expressed and Declared of and concerning to come, And further for the considerations aforesaid he the said Thomas How for himself his heirs Executors and - administrators hath Covenanted promised granted and agreed and doth hereby covenant promise grant and agree to and with the said William Gibbs and Robert Verbit their Executors administrators and successors that they the said John Hubert Gibbs and Thomas How and each of them their and each of their heirs Executors and administrators and all and every person or persons whatsoever having or lawfully claiming or to claim any Estate right title interest property lien demand or claim of in or upon the said premises or any part thereof shall and will from time to time and at all times hereafter at the reasonable request of the said William Gibbs and Robert Verbit their Executors administrators or successors and at the proper costs of the said Estate make do execute Seal and Deliver or cause and procure to be made done sealed executed and Delivered all and every such further and other reasonable act and acts thing and things devices Conveyances and assurances in the Law whatsoever for the further better and more perfect and absolute granting conveying setting and assuring and transferring and setting over, all and singular the said -

premises and every part and parcel thereof unto the
said Allston Gibbs and Robert Robert Gibbs
two administrators apiece or successors as by them
or any or either of them their or either of their Executors
administrators apiece or successors shall be
reasonably advised devised or required, In Trust
Nevertheless and to and for several uses intents
and purposes hereinafter expressed and declared
of and concerning the same that is to say until
the solemnization of the said intended marriage

In Trust to and for the sole use and behoof of him
the said Thomas How and from and after the
solemnization of the said intended marriage
Then in Trust to and for the joint and mutual
use benefit and behoof of them the said Thomas
How and Ann Isabel Gibbs for and during
the joint lives of them the said Thomas How and
Isabel Ann Isabel Gibbs and to suffer and permit
them the said Thomas How and Ann Isabel Gibbs
to have take and receive the issue interest income
and profits of the said premises whenever the same
shall be and become due and payable to and
for the joint and mutual use benefit and
behoof of them the said Thomas How and Ann
Isabel Gibbs, but without being in any manner
subject to the debts contracts or engagements of him
the said Thomas How and should she the said
Ann Isabel Gibbs survive him the said
Thomas How then from and immediately after
the death of the said Thomas How, In Trust to
and for the sole and separate use benefit and behoof
of the said Ann Isabel Gibbs surviving as
aforesaid for and during her natural life with
out being in any manner subject to the debts con-
tracts or contracts of any husband whom she may have
and should he the said Thomas How survive her
the said Ann Isabel Gibbs that from and immedi-
ately after the death of her the said Ann Isabel Gibbs
In Trust to and for him the said Thomas How
for and during his natural life, And should the
said Ann Isabel Gibbs survive him the said Thomas

(17)

Thomas How as he the said Thomas How Survive
 her the said Ann Scobell Tibbes lawfully
 begotten issue of the said intended marriage
 living at the time of her or his death Surviving or
 of record then born and immediately after the
 death of the said Survivor leaving at the time of the
 death the death of the said survivor lawfully begot-
 ten issue of the said intended marriage, In
 Trust to and for the said issue of the said intended
 marriage living at the death of the said Survivor
 if one then to that one absolutely and forever and if
 more than one then to be equally divided among
 them share and share alike to them and their
 heirs and assigns forever, and should any of the
 said issue of the said intended marriage have
 married and died before the said Survivor leaving
 lawfully begotten issue living at the time of the death
 of the said Survivor then the issue of such issue so
 dying as aforesaid shall on the death of the said
 Survivor take and receive the same share or proportion
 of the premises as the parent or parents if alive would
 have taken and received, the issue of any deceased
 issue representing only their parent or parents and
 issue of any of the living issue at the death of the said
 Survivor not being entitled to share in the said
 Distribution And should the said Ann Scobell Tibbes
 Survive the said Thomas How or the said Thomas How
 Survive her the said Ann Scobell Tibbes and die
 without leaving lawfully begotten issue of the said
 intended marriage living at the time of the death
 of the said Survivor then and in that Case from and
 immediately after the death of the said Survivor In
 Trust to and for the right heirs distributees or Legates
 of the said Thomas How freed and Discharged from
 all further and other Trusts And Further that it shall
 and may be lawful to and for the said Allston Tibbes
 and Robert Tibbit and the Survivor of them and their
 Successors or Successors as Trustees as aforesaid from
 time to time and at all times hereafter when and as
 often as may be thought proper by and with the
 advice and consent of the said Thomas How and

Ann Isabel Gibbs a of the survivors of them subject
in writing to take collect and receive the principal
money due on all debts belonging to the said Estate
and to sell and dispose of all and singular the property
real and personal and every part thereof and the money
arising again to invest in such other property real or
personal as may be thought most beneficial and
advantageous and to come again to sell and dispose
of and to reinvest when and as often from time to time
and at all times as may be thought proper subject
always nevertheless and to and for the same uses intents
and purposes heretofore expressed and declared of a
concerning the same, And further finally that it
shall and may be lawful for the said Thomas How-
land Ann Isabel Gibbs a the survivors of them when she
attains the full age of Twenty one years and from
time to time and at all times thereafter in and by
their deed under their hand and seal executed in
the presence of two witnesses, when and as often as may be
thought proper by and with the advice and consent
of the said Abner Gibbs and Robert Nesbit or of the
survivors of them or of their successor or successors
or should there be no acting nominated trustee
then alive without such advice and consent to consti-
tute nominate and appoint another trustee or trustees
in the place and stead of the said Abner Gibbs and
Robert Nesbit or either of them their or either of their
successor or successors as trustee or trustees as
aforesaid and the successor or successors as trustee
or trustees as aforesaid last constituted nominated or
appointed shall and will possess and enjoy all and
singular the right power privileges and authorities and be
subject to all the duties and responsibilities of the original
trustee or trustees and the person or persons formerly
trustee or trustees in whose place and stead such new
trustee or trustees may be appointed shall be forthwith
herefrom forever exonerated and discharged, In Witness
Whereof the parties to these presents have hereunto
interchangeably set their hands and seals on the day
and year first above written - Thomas Howland
Ann Isabel Gibbs Seal Robert Nesbit Seal
Abner Gibbs Seal

Survivors
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Isabel Gibbs
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How and

signed Robert and Delivered in the presence of the said
"Robert" being previously erased in the first page and the
word "Thomas" interlined above it and the word "hath"
interlined in the same page and the words "said Thomas
born surviving her" being previously erased in the third
page and the words, "Survivor of them" expressed in writing,
interlined over them. At Henry Henry Gibbs
South Carolina Charleston District At Henry
being duly sworn made oath that he was present
and saw Thomas born Ann Sabel Gibbs, Robert
Robert sign seal and deliver this Instrument of
Writing for the uses and purposes therein mentioned,
and he with Henry Gibbs signed their names as
Witnesses to the same, Shown to before me this 26th
June 1829 John Ward J. D.

Recorded 26 June 1829

State of South Carolina Henry District
Shew all Men by these Presents that
State of South Carolina Barnwell District

This Indenture Superfide made and
entered into this fourteenth day of May in the year
of our Lord One thousand Eight hundred and
twenty nine Between Thompson H Butler of the first
part Harriett H Bryan of the second part and
Cornelius K Ugen of the third part Witnesses that whereas
a Marriage is intended shortly to be had & solemnized
between the said parties of the first and second parts and
it has been and is hereby agreed that the real and
personal Estate of the said Harriett H Bryan shall be
devoted to the uses and purposes as are hereinafter expressed

Now therefore be it known to all to whom these
Presents shall Come that the said Harriett H Bryan
by and with the consent of her intended husband
is testified by being a party to these presents In
Consideration of the premises and in Consideration
of the sum of five Dollars to her in hand paid before
the sealing and delivery hereof has sold and by these
presents doth Bargain sell and Convey to the said
Cornelius K Ugen and to his heirs Executors and
Assignments Admons. and to the Survivors and Survivors
of them all and singular the Lands tenements and

Hereditaments the Negroes as are mentioned and described
in the Schedule herunto annexed I do Give and do Hold
all the Real and Personal estate in the said Schedule
enumerated and described together with the Rents
Issues and Profits of the Real estate and the labor and
Services of the Negro Slaves together with the Issue of the
females to and upon the following trusts and Conditions
and upon no other that is to say In trust for the sole
and separate use of the said Harriett A Bryan until
the intended Marriage shall take effect & immediately
after the Colonization thereof then in Trust for the
Joint use Benefit and Support during their Joint
lives of the said Sampson H Butler and the said Harriett
A Bryan his intended and their Children or child
if but one free and discharged from all debt contracts
and engagements of the said Sampson H Butler -
And upon the death of the said Sampson H Butler
leaving the said Harriett A Bryan surviving
then in trust for the Joint use of the said Harriett
A and such child or children as she may have
by her present or any ~~her~~ future husband during the
continuance of her natural life and at her death
to such ~~her~~ child or children as she may have
alive at the time of her death and to the heirs of such
child or children, But if the said Harriett A Bryan
shall depart this life leaving a child or children
surviving her then in Trust for the Joint use and
benefits of the said Children share and share alike
or for the sole use of such child if but one
to him or to his her or their Heirs forever And if the
said Harriett A Bryan shall depart this life the
said Sampson H Butler surviving her and leaving
no child or children at the time of her death of
the Issue of such intended marriage then in that
case in Trust as to one half of the Real and Personal
Estate of said his heirs and assigns forever and as to
the other half of the Real and Personal Estate it is hereby
conveyed in Trust for the next of kin of the said Harriett
A Bryan to his her or their Heirs forever, And whereas
Lewis M Byer the Grandfather of the said Harriett A
Bryan is the administrator of Washington Bryan the
father

Between the said Harriet A. Bryan and the matter of her
 between the said Lewis M. Lyon and the Estate of the said Washington
 Bryan as is unknown to the Parties to these presents but it
 being the intention of the parties hereto that all the Choses in
 Action of the said Harriet A. Bryan as well as other her
 Real and personal Estate shall be included and embraced
 herein This Indenture further Witnesseth that in -

Consideration of the premises and in Consideration also
 of the further sum of five Dollars due to the said Harriet A.
 Bryan doth hereby assign transfer and set over to the
 said Cornelius K. Lyon whatever monies debts dues or
 demands there may be in the hands of or owing by the
 said Lewis M. Lyon to her or the Heir at law or next of
 kin of the said Washington Bryan to be held by the said
 Cornelius K. Lyon upon all and singular the same trusts
 limitations and conditions as are heretofore expressed
 of and concerning the said Real and Personal Estate
 of record in and by these presents conveyed And the said
 Cornelius K. Lyon whome he shall receive from the said
 Lewis M. Lyon on account of the Estate of the said Washing-
 ton Bryan is hereby authorized and empowered to apply
 and hold and employ it as to invest the same in Real
 and or Personal Estate to the same uses and for the same
 purposes as are heretofore expressed and Declared

And whereas the said Cornelius K. Lyon shall make
 any Purchase or Investment or of with the funds of record
 or declaration of Trust by him made and executed in
 Conformity to the provisions hereof shall be taken and
 received as an execution of the power hereby intended
 to be conveyed and vested as to the said Money or funds
 in the Hands of the said Lewis M. Lyon, In Witness whereof
 We have the aforesaid parties to these presents hereunto
 set our hands and affixed our Seals at Barnstable -
 of record on the day and on the year first above written
 Sampson H. Butler Seal Harriet A. Bryan Seal
 & K. Lyon Seal Signed sealed & Delivered in the
 Presence of John S. Shannon Wm. Escholtzger Darling
 Peoples, & Sub a Schedule of the Estate Real & Personal
 of Harriet A. Bryan referred to and conveyed by
 this Indenture as follows to wit One tract of land
 Situate in Barnstable Dist in Brier Creek Water

1844 of Aaron River containing two hundred and fifty acres
more or less, Jan Vega via Elide and his two children
Amy & James and Martinele Bonds and others to the
amount of ten thousand three hundred and twenty
Dollars and sixty one cents - Sampson H. Butler Esq
Harriet A. Bryan Esq b. H. Ayer Esq John J. O'Bannon
Wm Eschellwenger Darling Peckles -
South Carolina 6th District

Personally came before me John J. O'Bannon
and after being sworn as to the facts which he was person-
ally present and saw Sampson H. Butler Harriet A.
Bryan and b. H. Ayer Esq read and deliver to within
Indenture tripartite a Marriage Contract for the
use and purposes therein contained and that he signed
his name thereto as a witness and also saw Wm Eschell-
wenger & Darling Peckles sign their names as witnesses
to the same - Known to before me } John J. O'Bannon
23 May 1829 L. M. Brown S.D.
Recorded July 3 1829

South Carolina. This Indenture tripartite is made and
executed this tenth day of June in the year of our Lord One
thousand eight hundred and twenty nine and in the fifty
third year of American Independence. Between Byron Louisa
Breafoot of the first part James W. Simmons of the second
part and William Davidson the younger of the third part
all of the City of Charleston in the State aforesaid. Whereas
it is intended that a Marriage shall be shortly had and
solemnized between the said Byron Louisa Breafoot
and James W. Simmons, and the said Byron Louisa is
Seized and possessed in her own right of and in one
undivided eighth of and in all that house and lot
situate on east Bay Street in Charleston aforesaid and
known in the plan of the said Street by the Number Two
hundred and ninety four (294) and also to a life estate
in one moiety of and in the House and Store on Craft
near the South Carolina Insurance Company's North Wharf
with a contingent right to a life estate in the whole
in the event of her sister Elizabeth Frances Davidson
dying before her without issue. And in contemplation
of the said intended Marriage and by and with the
knowledge and consent of the said James W. Simmons

...in this deed she the said Byron
Louisa Broadfoot has promised and agreed to assign and
convey all the said property unto her the said ...
said William Davidson the Younger, as trustee chosen
for this purpose for and upon the several uses and
trusts herein after set forth. Now therefore the said intended
deed is that in consideration of the said intended
Marriage and for and in consideration of the sum of money
by him the said William Davidson the Younger to
her the said Byron Louisa Broadfoot in hand
paid the receipt whereof she does hereby acknowledge
that she the said Byron Louisa Broadfoot has
granted bargained sold assigned conveyed and
transferred and does hereby grant bargain sell assign
convey and transfer unto the said William Davidson
One undivided eighth part of one acre in all that lot of land
situate on East Bay Street in the City of New York
known in the plan of the said ...
Two hundred and twenty four (294) measuring
front on said street fifty feet and in depth
hundred and twenty five feet bounded on the North
and east by lands of the Estate of John Wall
by land now or late of the Estate of Robert Pringle
and west by East Bay Street aforesaid and also with
her the said Byron Louisa Broadfoot and contingent
interest of and in all that above and above situate on the
East Bay Street aforesaid and Croft North Wharf now
called the ...
do hereby certify that the said Byron Louisa Broadfoot is and by the
last will and testament of her late husband William Broadfoot
deceased as by reference to the ...
shall appear together with all and singular rights
members privileges tenements hereditaments and
appurtenances to the said premises ...
any and all manner of ...
shall all and singular the said premises with their
privileges hereditaments and appurtenances unto the
said William Davidson the Younger and to his heirs and
assigns forever and to the use of the said ...
and declared of and concerning the same, that is to
say

Witness my hand and seal this 22nd day of June 1853 at New York

By the said Byron Louisa Broadfoot

By the said William Davidson the Younger

By the said ...

By the said ...

By the said ...

By the said ...

In witness whereof I have hereunto set my hand and seal at New York the 10th day of March 1867.

Wm Davidson

Notary Public for the State of New York

and at all times hereafter by and with the consent of the said Byron Louisa expressed in writing and which Consent she is hereby empowered to give notwithstanding her coverture to sell and dispose of all and singular the premises and the interest and estate of the said Byron Louisa therein and to execute good and sufficient titles therefore to a purchaser or purchasers and the proceeds thence arising again to invest and the same again to release recall and reinvest when and as often as may be thought proper the proceeds thereof and of any and every part thereof being and remaining subject to the same uses trusts and purposes as the original property - no purchaser however being bound to look to the application of the purchase money and further in trust that it shall and may be lawful for the said Byron Louisa Proffers notwithstanding her said intended Coverture and full power and authority are hereby secured and secured to her from time to time and at all times hereafter by and with the consent of the said William Davidson or his Successor or Successors and in the event of his or their death without his or their consent to constitute nominate and appoint - another and other Trustees and Trustees in the place and stead of the said William Davidson his heirs Successors and Successors and to Successor or Successors as Trustee or Trustees as aforesaid last constituted nominate and appointed shall and well possess and enjoy all of singular the rights powers privileges and authorities but be subject to all the duties responsibilities and liabilities of him the said William Davidson and the person or persons formerly Trustee or Trustees in whose place and stead and now Trustee or Trustees may be appointed shall be forthwith herefrom forever exonerated and discharged.

For Witness Whereof the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written, Byron Louisa Proffers (Seal) James the said (Seal) W Davidson (Seal) Signed Sealed and Delivered in the presence of Wm Smith Jns M Jones, South Carolina Charleston District. W Smith being

being duly
Byron Louisa
Davidson
of Writing
and that he
same, known
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Peter Paul
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being duly shown made oath that he was present and saw
Agnes Louisa Brown of the same with him and Wm
Davidson Esq. Judge and Oliver the Clerk of the Court
of waiting for the use and purpose herein mentioned
and that he together with John M. Dean witnessed the
same, sworn to before me this 17. June 1829 John M. Dean
Recorded June 19. 1829
State of South Carolina

This Indenture made the Fifth day of
May in the year of our Lord One Thousand Eight
hundred and Twenty Nine and in the Fifth third year
of the Sovereignty and Independence of the United States
of America, Between Henry John Nichols of Saint
Peter Parish in the District of Beaufort in the State of
Georgia Esquire of the first Part Eliza W. Sumner of
the Town of Beaufort District and State of Georgia Esquire
of the second part and David Sumner of the Town of
Beaufort District and State of Georgia and Isaac Nichols
of Saint Peter Parish and District and State of Georgia
in the third part Whereas a marriage is intended
by Gods permission shortly to be had and solemnized
between the said Henry John Nichols and Eliza W.
Sumner, and whereas Eliza W. Sumner is entitled unto
an Estate both Real and Personal in the Undivided
property or Joint Estate of Eliza and Louisa Sumner
Children of David and Mary Sumner in the Hands
of their Guardian William B. Johnson late of Beaufort
now a Resident of Greenville in the State of Georgia

Now this Indenture Witnesseth that in Considera-
tion of the said intended marriage and of the love and
affection which the said Henry John Nichols hath
and beareth unto and towards the said Eliza W. Sumner
his intended wife and also in Consideration of the
sum of Some Dollars lawful Money of the State a price
to the said Henry John Nichols well and truly
paid by the said David Sumner and Isaac Nichols
the said Henry John Nichols by and with the heirs
and consent of the said Eliza W. Sumner Satisfied by
her being a party to and signing and sealing these
Presents He the said Henry John Nichols Hath
granted bargained and sold and by these presents

being duly shown made oath that he was present and saw
Agnes Louisa Brown of the same to be married and that
Davidson & Chapman and Oliver the Minister
of the Gospel for the same and purpose herein mentioned
and that he together with John M. Dean witnessed the
same, sworn to before me this 17. June 1829 John M. Dean
Recorded June 19. 1829
State of South Carolina

This Indenture made the Fifth day of
May in the year of our Lord One Thousand Eight
hundred and Twenty Nine and in the Fifth third year
of the Sovereignty and Independence of the United States
of America, Between Henry John Nichols of Saint
Peter Parish in the District of Beaufort in the State of
Georgia Esquire of the first Part Eliza W. Sumner of
the Town of Beaufort District and State of Georgia Esquire
of the second part and David Sumner of the Town of
Beaufort District and State of Georgia and Isaac Nichols
of Saint Peter Parish and District and State of Georgia
in the third part Whereas a marriage is intended
by Gods permission shortly to be had and solemnized
between the said Henry John Nichols and Eliza W.
Sumner, and whereas Eliza W. Sumner is entitled unto
an Estate both Real and Personal in the Undivided
property or Joint Estate of Eliza and Louisa Sumner
Children of David and Mary Sumner in the Hands
of their Guardian William B. Johnson late of Beaufort
now a Resident of Greenville in the State of Georgia

Now this Indenture Witnesseth that in Considera-
tion of the said intended marriage and of the love and
affection which the said Henry John Nichols hath
and beareth unto and towards the said Eliza W. Sumner
his intended wife and also in Consideration of the
sum of Some Dollars lawful Money of the State a price
to the said Henry John Nichols well and truly
paid by the said David Sumner and Isaac Nichols
the said Henry John Nichols by and with the privy
and consent of the said Eliza W. Sumner Satisfied by
her being a party to and signing and sealing these
Presents He the said Henry John Nichols Hath
granted bargained and sold and by these presents

With grant bargain and sell unto the said David
Turner and Isaac Nichols their Executors
and Administrators all his Estate Right title -
Interest claim and demand whatsoever of in and to
the said undivided part moiety or share of the above said
Property. It Shall and it hold the said undivided
part moiety or share of the above said Trust Estate, together
with all and singular the rents wages Income Profits
Emoluments and advantages thereunto belonging or in any
wise appertaining unto the said David Turner and Isaac
Nichols their Executors Administrators and assigns from
thenceforth forever Upon such Trusts and over trusts and
for such uses Intent and purposes as are hereinafter
expressed and declared of and concerning the same, that
is to say upon trust that they the said David Turner and
Isaac Nichols their Executors Administrators and
assigns do and shall permit and suffer the said
Eliza W Turner and her assigns to receive and take
the rents wages personal services increase profits
Emoluments or ~~advantages~~ advantages arising from
the said part moiety or share of the said undivided
Trust Estate of record for her sole and separate use
and benefit for and during the term of her natural life

It is the Intent that some may not be at the disposal
of or subject or liable to the Controul debts or engagements
of the said Henry John Nichols her Intended Husband
and her Receipt under hand and seal from time to time -
notwithstanding her coverture be a sufficient discharge
to the said David Turner and Isaac Nichols for so
much Money as shall be expressed in that Receipt
And in case the said Eliza W Turner should die in the
life time of the said Henry John Nichols then in trust
that the said David Turner and Isaac Nichols their
Executors or Administrators shall assign the said part
moiety or share of the undivided Trust Estate of record
together with the Increase thereof and all and singu
lar other the premises with their appertinances unto
and among all and every the child and children or
well Daughters or sons of the said Henry John Nichols
and Eliza W Turner his Intended Wife Equally
between them share and share alike as Tenant's

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Common and not a joint Tenants - And in default
 of all such issue then to the wife and only an and behoof
 behalf of the Heirs of or nearest of kin of the said Eliza W
 Turner and to and for no other use Intent and purpose
 whatsoever, And it is hereby Covenanted Promised and
 agreed between the said Henry John Nichols David
 Turner and Susan Nichols that in case the said -
 Henry John Nichols shall think fit or necessary
 to sell dispose of or Exchange the aforesaid share or
 moiety or part of the said Trust Estate or any part thereof
 It shall and may be lawful for the said David -
 Turner and Susan Nichols under the direction of the
 said Henry John Nichols to do and to apply the money
 arising from such sale in the purchase of any and other
 property and the property to be exchanged upon the aforesaid
 Trusts - In Witness Whereof the parties aforesaid to these
 present Indentures their Hands & Seals have set dated
 the day and year first above written Henry John Nichols
 Eliza W. Turner David Turner
 Esq. L. Nichols. Signed Sealed and Delivered
 in the Presence of Robert Oswald Jr. Edward Chiles
 Milton S. Buckner State of South Carolina
 Beaufort District Parish of Saint Helena

Personally appeared before me Robert Oswald
 I and made oath that he saw the within named
 Henry J. Nichols Eliza W. Turner David Turner
 and S. Nichols sign Seal and is their act and
 Deed Deliver to within written Deed and that
 he with Edward Chiles and Milton Buckner
 Witnessed the Execution of these, Given to before
 me the 13 day of June 1829. Robert Oswald Jr.

In Testimony &c

Recorded July 15. 1829

The State of South Carolina Barnwell District
 This Indenture of three parts made this twenty second day of
 April in the year of our Lord One thousand eight hundred and
 twenty Nine Between Susan Lockwood of Beaufort District in
 the State aforesaid and William W. Bull of Barnwell District
 in the State aforesaid and Charles W. Carroll
 Whereas the said Susan is seized in fee simple of a tract

or parcel of land in Prince William's Parish in Beaufort District in the State aforesaid and whereas the said Susan is entitled to a distributive share of certain property of her sister Amarantha Lockwood deceased to wit a Negro woman Caroline and her issue and the sum of One thousand and fifty Dollars in Cash or Credits more or less once in the possession of and owing to the said Amarantha in her life time by the late Joshua Lockwood on which effects of the said Amarantha there never has been any administration, And whereas the said Joshua Lockwood lately died leaving a will in which the said Susan is made sole heir to all his property personal and real - And whereas the said Susan obtained a judgement against the said Joshua in the Court of Common Pleas in Charleston District in the State aforesaid for the sum of which judgment was partly satisfied
 by the execution of a Fi Fa in the Court of Common Pleas for the District of Beaufort in the State aforesaid leaving the Balance of due on the said judgment
 And whereas the said Joshua in his life time was and is indebted to the said Susan by Bond and Bonds, Note or Note, Account or Accounts, Specialty or Specialties or otherwise, And whereas a Marriage hath been agreed upon and is intended by Divine permission to be shortly hereafter had and solemnized between the said William H. Bull and the said Susan Lockwood And whereas upon the treaty of the said intended Marriage it was agreed that all the right title and interest of the said Susan to the said tract or parcel of land to the said distributive share to the said property of the said Amarantha deceased - to the effects of the said Joshua under his said Will and to the said unsatisfied and remaining part of the said judgment in the Court of Common Pleas alluded to: to the Bond or Bonds, Note or Note, Account or Accounts, Specialty or Specialties or otherwise due as aforesaid by the said Joshua in his life time should be conveyed transferred and assigned to and vested in Charles K. Carroll his heirs executors administrators and assigns upon the several Trusts and for the several intents and purposes hereafter expressed and declared of and concerning the same, Now this Indenture witnesseth that in pursuance and part of performance of the said

140 recited agreement, and in consideration of the said intended Marriage, and also in consideration of the sum of Five dollars to each of them the said William R. Bull and Susan Lockwood in hand paid by the said Charles R. Carroll at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged the said Susan Lockwood with the privity and consent of the said William R. Bull (testified by his being a party to and sealing and delivering of these presents) hath bargained sold released conveyed transferred and set over and by these presents Doth bargain, sell, release, convey, transfer and set over unto the said Charles R. Carroll his heirs executor, administrator and assign, all that tract or parcel of land situate lying and being in Prince William Parish in Beauport district in the State aforesaid

to have and to hold all and singular the said premises unto the said Charles R. Carroll his heirs, executor, administrator and assign in trust nevertheless to for and upon the several uses and trusts, intents and purposes and subject to the several provisos, powers, limitations and agreements hereinafter mentioned, limited expressed and declared of and concerning the same And the said Susan with the privity and consent of the said William R. Bull (testified by his being a party to and sealing and delivering of these presents) hath also bargained sold released conveyed, transferred set over and assigned, and by these presents doth also bargain, sell, release, convey, transfer set over and assign unto the said Charles R. Carroll his heirs executor administrator and assign, all her right title and interest to the said distributive share of the said certain property of her said sister Amarinta to any effects that might be recovered for her under the said Will of the said Joshua to the balance of the said judgment unsatisfied in the Court of Common Pleas in the district of Charleston in the State aforesaid - to the said Bond or Bonds, Note or Notes account or accounts Specialty or Specialties or otherwise due by the said Joshua in his life time to the said Susan with full and discretionary powers in and from the said Charles R. Carroll if he think proper to do so in any way without any damage or loss to him his heirs executor administrator and assign to exhibit a promissory

193 prosecute one or more Bills in the Court of Chancery or to
proceed in due course of law in the Court of Law against
such person or persons as he might or might not think
fit and wise for an equitable discovery account and
settlement of the estate and effects of the Said Joshua
under his Will or by administration: or to proceed in
the Courts of Chancery or Law against any person or
persons for the recovery of the Said Susans distributive
Share in the Said effects of the Said Amarantha, or to
recover in like manner the interest of the Said Susan
to the balance of the Said unsatisfied judgment or to
receive in like manner the Said Bond or Bonds, Note
or Notes Account or Accounts, Specially or Specialties or
otherwise due by the Said Joshua in his life time to the
Said Susan, in fact so that all the rights, titles, interests
and claims in Action of the Said Susan may be recovered
into the lawful possession of the Said Charles W. Carroll
his heirs administrators and assigns, All if so recovered in
possession to be subjected to the uses and trusts above alluded
to and hereinafter mentioned, That is to say in trust for
the sole and separate use and behoof of the Said Susan
during her Natural life not subject to the ^{debt or} debts or contracts
or contracts of the Said William R. Bull and should
the Said Susan die leaving issue begotten by the Said
William on her Body living at her death then to the
Said issue so begotten to be divided equally among
them Share and Share alike, And should the Said Susan
die not leaving the Said issue then to vest in the Said
William R. Bull his heirs executors, administrators, and
assigns forever, Provided nevertheless if hereafter it shall appear
to the Said Susan during her life and to the Said Charles
W. Carroll his heirs executors or administrators to be most
for the advantage of the Said Susan that the Said tract
or parcel of land should be sold and the Monies arising
therefrom be applied and expended in the purchase of
other property real or personal or both then and in
such case it shall and may be lawful to and for the
Said Susan in her life time by her deed properly in-
counted in the presence of two or more credible witnesses
(the Said Charles W. Carroll his heirs executors or adminis-
trators as the case may be joining in the Same and
thereby Signifying his or their consent and approbation)

to transfer bargain sell convey away the said parcel or tract of land upon sufficient consideration in Monies or Specialties and that the Monies or Specialties arising from the Sale thereof shall with the consent of the said Susan in writing be expended by the said Charles W. Carroll his heirs executor or administrators as the case may be in the purchase of property personal or real or both subjected to the uses and trusts aforesaid: Provided further more should the said Charles W. Carroll his heirs executor or administrators reduce into possession (or) (that is into Monies or Specialties) a part or the whole of the right, title, interest, or choses in action of the said Susan to the said distributive share of the said effects of the said Amaritha, to the interest of the said Susan as sole legatee to the said Joshua or as his heir at Law to the said balance of said unsatisfied judgment to the said Bond or Bonds Note or Notes, account or accounts, Specialty or Specialties or otherwise due by the said Joshua in his life time to the said Susan then and in that case with the consent of the said Susan in writing he the said Charles W. Carroll shall vest the last said Monies or Specialties in the purchase of property personal or real or both subject to the uses and trusts aforesaid. In Witness whereof the parties to these presents have hereunto set their hands and Seals the day and Year first above written.

Charles W. Carroll (Seal) W. W. Bull (Seal) S. B. Lockwood (Seal)
Signed Sealed and delivered in the presence of John S. Bellinger
Lucia Pinckney Francis B. Fishburne
Charles W. Carroll Trustee residing in the District of Charleston
Signed & Sealed the above instrument in the presence of the
Name "W. W. Bull" being erased and the Name Charles
W. Carroll being interlined on the third page
Thos Martin Thos Fiske

South Carolina Charleston District. Thomas Martin made oath that he was present and saw Charles W. Carroll sign and Seal this Instrument of Writing for the uses and purposes therein mentioned and that he witnessed the same together with Thos Fiske. Sworn to before me this 13 July 1829. John Ward N. P.

State of South Carolina Charleston District

Personally appeared before me Francis B. Fishburne & made oath that he saw W. W. Bull and S. B. Lockwood sign and Seal this deed as their act and deed and that he with Mr. S. Bellinger & Lucia Pinckney witnessed the same Sworn to before

195 Me this 18 day of July 1829 M. Simons Jr. Not. Pub.

Recorded 18 July 1829

This Indenture Tripartite, Made this twentieth day of May in the year of our Lord one thousand eight hundred and twenty Nine & in the fifty third of American Independence, between Alexander Benjamin Lawton of the first part Mary Elizabeth Brisbane of the second part and William Henry Brisbane of the third part, all of St. Peter's parish in the district of Beaufort and State of South Carolina, Whereas a Marriage is intended to be shortly had & solemnized by and between the said Alexander Benjamin Lawton and Mary Elizabeth Brisbane and whereas the said Mary Elizabeth Brisbane is seized and possessed of a considerable real and personal Estate, consisting of a plantation or tract of land situate lying and being on Black Creek waters of Boosawhatche Swamp in the parish of St. Peter & district & State aforesaid having thereon a Saw and grist Mill and containing according to title recorded in Registers Office in Book N^o 15 & pages 218, 219 & 222 about five hundred & fifty four Acres more or less purchased of William H. Brisbane on the 8th May A.D. 1829 bounded North & East by Jose Lopez's land South by Benj^{ts} J. D. Lawtons & Nacaidore's lands and West by W. H. Brisbane's & Jonas Johnston's lands, also a Negro Man named Bing purchased of David Turner on the 30th March 1829. A Negro Man named Capins purchased of Henry O'Hara the 9th April last (1829) & the Negro Man named Harry purchased of Jas. L. McLea on the 10th day of April last (1829) also a promissory Note for Six hundred & Eighty $\frac{2}{100}$ Dollars on Alex^r J. Lawton dated at Blackswamp S^c Carolina 10th March 1829 due with interest from the date on the first of January next (1830) also a Note for Five hundred Dollars on Alex^r J. Lawton dated 14 April 1829 due with interest from the date on the 14 day of April next (1830) also a Note for Three hundred and fifty Dollars on Benjamin J. D. Lawton dated 8th May 1829 due with interest from the date on the 1st January next (1830) also a Bond from Thomas Willingham & a Mortgage of the following Negroes viz Paul Nancy Henry, Peggy, Hannah & William for the purpose of securing the payment of Two hundred & twenty five Dollars with interest from the 7th May 1829 on or before

96 the first of January Next 1830 also a Bond from Adam A. Brisbane & Mary A. Brisbane dated 18th March 1829 for the proper securing the payment of Eight hundred & twenty dollars on the first January 1832 & bearing interest from the date payable annually. Now this Indenture Witnesseth that in consideration of the said intended Marriage in case the same shall take place, and in consideration of the sum of Five Dollars to the said Mary Elizabeth Brisbane in hand paid by the said William Henry Brisbane, the receipt whereof is hereby acknowledged by the said Elizabeth Mary Brisbane by & with the prior consent & agreement of the said Alex. Ben. Lawton testified by his being made a party to and his sealing of these presents hath granted bargained sold assigned transferred and set over and by these presents do grant bargain, sell assign, transfer, set over & deliver unto the said William Henry Brisbane his executor Administrator & assign all and singular the aforesaid Real and personal Estate unto the said William H. Brisbane his Ex^{ors} Adm^{ors} & assigns to & for no other use or purpose than as hereinafter expressed. To have and to hold the said property unto the said William Henry Brisbane his Ex^{ors} Adm^{ors} & assigns in Trust Nevertheless and for such purposes & under such provisions and agreements as are hereinafter mentioned and expressed. That is to say in trust for the said Mary Elizabeth Brisbane until the Solemnization of the said intended Marriage & from and immediately after the Solemnization of the said intended Marriage then in trust that he the said William Henry Brisbane his executor Adm^{or} & assign shall and do permit the said Alexander B. Lawton during the term of the Natural life of the said Alexander B. Lawton, to have receive take & enjoy all the interest & profits of the said property to and for the joint use benefit and support of the said Alexander Benjamin Lawton and Mary Elizabeth Brisbane his intended wife and the issue of their Marriage (if they should be blessed with any) during the life of the said Alexander B. Lawton and after his decease In trust for & to the use benefit & support of the said Mary Elizabeth Brisbane (Should she survive him) and the issue of her body by the said contemplated or any future Marriage (if he should be blessed with any) during the life of the said Mary Elizabeth Brisbane and after her decease, In Trust

197 for and to the use and support and benefit of the Issue of
the Body of the Said Mary Elizabeth Brisbane by the Said
Contemplation or any future Marriage, if She should be
blessed with any, but if the Said Mary Elizabeth Brisbane
should die within three years from the present date and
that without leaving Issue of her body living at the time
of her decease then the Amount of the aforesaid joint Bond
of Adam F. Brisbane & Mary F. Brisbane shall be held by
the Said Wm H. Brisbane In Trust for ^{to} the use, benefit &
Support of the Said Adam F. Brisbane & Mary F. Brisbane
And it is expressly understood and agreed upon that the
Said William H. Brisbane, his Ex'rs, Adm'ors & Assigns
May & do have the power and by these presents they
or either of them are invested with power and Authority, as
may be considered advantageous and necessary, to invest
the Monies which are now out on Interest as above Specified
& which may be collected and received from & by
Means of the aforesaid Notes, Bonds & Mortgages, to the extent
and under the express condition that such investment
exchange or purchase, be considered & intended as the same
Trust Estate or a part of the same, as are now the Said un-
collected Specialties; And that when such investments
purchase or change of property be made the necessary
conveyances be taken for the same to the Said William H.
Brisbane his Ex'rs, Adm'ors & Assigns as Trustees for and in
behalf of the Said Mary Elizabeth Brisbane. In Testimony
Whereof the parties to these presents do hereunto set their
Hands and Seals, (the words "Dollars" in the 19th line "Mary"
in the 23rd line on the first page & the words "by" in the Mar-
gin on this page being first interlined)

Alexander B. Lawton (Seal) Mary E. Brisbane (Seal) Wm Henry Brisbane
(Seal) Signed Sealed and delivered in the presence of
Robert G. Norton. Alex: J. Lawton.

Beaufort District, Saint Peter Parish

Personally appeared before me Alex J. Lawton who being
duly Sworn sayeth that he was present and saw Alexander
B. Lawton Mary E. Brisbane, and William Henry Brisbane
Sign Seal and deliver the within Instrument as their act
and deed for the uses and purposes therein mentioned and
that himself with Robert G. Norton were the subscribing
witnesses, thereto and Alex J. Lawton Sworn to before me
this 25 May 1829 John Riley, D. W. (Recorded 6 Aug. 1829)

195. State of North Carolina, Brunswick District.

This Indenture made the thirteenth day of June in the year of our Lord One thousand Eight hundred and seventy Nine and in the fifty third year of American Independence between Mary Mc Sandson of the first part William Sandson of the second part and John H. Robert and W. H. Robert of the third part (all of St Peter Parish in said State) do

Whereas a Marriage by Gods permission is intended shortly to be had and solemnized between the aforesaid Mary Mc Sandson and William Sandson and the said Mary Mc Sandson being possessed of and entitled to an estate consisting of a plantation containing four hundred acres of land more or less bought of Charles S. Singleton in which said Mary Mc Sandson resides also a tract of land bequeathed to her by her grand Father John Robert situated near the Slater ferry crossing over Singleton's Mill and the following Negroes namely Lucy Carter Louisa Phoebe George Mariah Ben Mosby Isaac and Frank and the one third (or of the case may be) of the property to which the said Mary Mc Sandson with or may be entitled at the decease of her Mother from the property bequeathed to her said Mother during her life by her said grand Father John Robert and at the death of her said Mother to be equally divided among her Children also House Cattle riding Chair and household and Kitchen furniture

Now therefore this Indenture Witnesseth that in Consideration of the said intended Marriage in Case the same shall take place and in Consideration also of the sum of five dollars to her in hand paid by the said John Robert and W. H. Robert Smiles or aforesaid to said Mary Mc Sandson by and with the consent of the said William Sandson upon or signified by his being a party to this presents both bargained sold released transferred and delivered and by these presents both bargain sold release transfer and deliver to the said John H. Robert and William H. Robert and to the Survivors of them and to their and to the Survivor of their heirs Executors Administrators and Assigns All and singular the aforesaid plantation or tract of land the Negroes enumerated the undivided Property to which she will be entitled at her Mother's decease her horses Cattle riding Chair a household and Kitchen furniture, So Have and So Hold the said Property unto the said John H. Robert and William H. Robert and to the Survivors of them to their heirs Executors Administrators and Assigns to and for no other use or purpose than is hereinafter expressed that is to

my In Trust for the said Mary McSanden until the said
 Marriage shall take effect and immediately after the consummation
 of the said Marriage, In Trust for the benefit and support
 of the said Mary McSanden and William Sanden and the children
 of the said Mary McSanden which she now has and may hereafter
 be blessed with, during the life of the said Mary McSanden and after
 her decease In Trust for and to the exclusive use benefit and
 support of the issue of the body of the said Mary McSanden which may
 survive her, It being expressly understood and made a condition
 of this instrument a deed that the property hereby conveyed to the
 said John H Robert and William H Robert Executors is given
 is not to be liable for the debts or contracts of any kind whatever of the
 said William Sanden notwithstanding the said Marriage shall
 be consummated, And should the said Mary McSanden die without
 leaving issue of her body it is expressly understood and agreed
 upon that notwithstanding her Conscience and the aforesaid Estate
 being herein conveyed in trust to the aforesaid John H Robert
 and William H Robert to hold and occupy to the same subject matter
 to the power and authority of her the said Mary McSanden that she
 the said Mary McSanden by and with the consent of the said
 William Sanden reserves to herself and by these presents doth
 positively and unconditionally become to herself the exclusive power and
 privilege of disposing and to dispose of the whole or any part of the
 aforesaid real and personal Estate to any person or persons and
 in such manner and under such terms as she by her will deed
 or any other last Instrument duly executed shall or may direct
 and appoint, In Witness Whereof we the Contracting parties
 do hereunto set our hands at date the day and year above written
 William Sanden (Seal) Mary McSanden (Seal) Charles Child
 and delivered in the presence of Charles S Stringfellow, Mary C
 Robert - South Eastern District

Personally appeared before me Charles S Stringfellow a notary
 public that he saw the within named William Sanden & Mary
 McSanden sign seal and as their act and deed deliver the
 within Instrument and that he with Mary C Robert acting as
 execution through them to before me 21st Sept 1829

Geo S Cole 2nd

Recorded Sept 30. 1829

200 South Carolina District of Beaufort. An Indenture of three parts made the 29 day of July in the Year of our Lord One Thousand Eight Hundred and Twenty Nine Between Ann Sherman, Edward Pritchard and John W. M. Curious. Whereas Miss Ann Sherman is possessed of certain real Estate and personal property, and whereas a marriage is shortly to be solemnized between the said Ann and said Edward, and whereas it is desired to secure and settle the property and Estate of the said Ann in the manner hereinafter mentioned Now this Deed Witnesseth that the said Ann Sherman and Edward Pritchard in consideration of the said Marriage, and in consideration that the said property of the said Ann is indebted and liable to the said John W. M. Curious (the Guardian of the person and property of the said Ann) in the sum of Eleven Hundred and five dollars 74 cents and may also become indebted to One Justus Angel, and for the purpose of securing the said property to the said Ann and heirs of her body, and for one dollar by the said John paid (the receipt whereof is acknowledged, &c) for divers other good and valuable considerations then thereunto moving. Have bargained, granted and sold, and by these presents do grant, bargain sell and convey unto the said John W. M. Curious his Executors Administrators and assigns all and singular the real Estate and personal property to which the said Ann is or may hereafter become entitled under the Will of Isaac W. Tucker deceased, or under the Will or marriage Settlement of George W. Sherman deceased and either and all of these conveyances which (as far as has yet been ascertained) consists of a share in an undivided Tract of Land on Johns Island formerly belonging to the said Isaac W. Tucker and by him devised to the said Ann and others and of a share in the undivided slaves & personal property of said I. W. Tucker and of certain slaves to which said Ann became entitled under the Will and Testament of her father. To the said John W. M. To have and to hold the same with all appurtenances and emoluments in trust to and for the following purposes viz, to sell and dispose of the Land on Johns Island with all possible dispatch, and to receive the money produced by the sale and therewith to reimburse himself the amount now due to him as above stated, with lawful interest and also to pay to Justus Angel the sum which may be adjudged to be owing to him, should any be so adjudged, which however it is believed will not be the case - and with the surplus to purchase such property or Estate as to him the said John W. M. may seem best, and the property so