

during his or her natural life and upon his or her death or surviving as aforesaid then to be equally divided among the lawful issue of this said intended marriage. But should either the said William Blacklock or the said Emma Caroline Mazzyck depart this life without leaving ^{lawful} ~~such~~ issue ~~and~~ as aforesaid or leaving such issue and such issue shall die before the death of the survivor then and in that case the Trust to be delivered over to the survivor absolutely and forever freed and discharged from all other limitations and conditions whatsoever. And the said William Blacklock for the consideration aforesaid hath further covenanted, promised and agreed and doth hereby covenant promise and agree to and with the said N B Mazzyck and S B Mazzyck as trustees as aforesaid their Executors administrators and successors in manner and form following that is to say That he the said William Blacklock from time to time and at all times hereafter and she the said Emma Caroline from time to time and at all times hereafter shall and will grant bargain sell assign convey transfer and set over unto the said Trustees as aforesaid their heirs Executors admins and successors all and singular the property real and personal which may at any time or times hereafter happen to fall or come to the said Emma Caroline Mazzyck in her own right or to the said William Blacklock in her right during their said intended marriage, by Inheritance, Purchase or in any other manner or way whatsoever, In Trust Nevertheless and to and for the same uses intents and purposes limited and declared of and concerning the other property herein and hereby declared and agreed to be settled and conveyed or intended so to be. And further that it shall and may be lawful to and for the said N B Mazzyck and S B Mazzyck and the survivor of them and their successor 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 William Blacklock and Emma Caroline Mazzyck or of the survivor to take collect and receive the principle moneys due on all debts of every kind belonging to the Trust Estate and to sell and dispose of all and singular the property Real and

personal and every part thereof and the moneys then arising, again to invest in such other property real or personal as may be thought most beneficial, and the same again to sell and dispose of and to reinvest when and as often from time to time & at all times as may be thought proper subject always nevertheless and to and for the same uses intents and purposes herein before expressed and declared of and concerning the same. Now therefore the condition of the Above Obligation is such that if the said William Blacklock his heirs Executors and Administrators shall, and as well and truly in all things perform fulfil and keep all and singular the several clauses, covenants, promises and agreements in the foregoing recital and agreement set forth to be by him his heirs Executors and administrators performed fulfilled and kept, then the above obligation to be void and of none effect otherwise to be and remain in full force and virtue. In witness whereof I have hereunto set my hand and Seal This Twenty fifth day of March Anno Domini Eighteen hundred and thirty, Wm Blacklock.

Signed Sealed and delivered in presence of Alex^r B. Mayzyck, Jno R. Smith, State of South Carolina to all to whom these presents shall come Greeting, whereas it is intended that a marriage shall be directly had and solemnized between William Blacklock of the City of Charleston and a State aforesaid and Emma Caroline Mayzyck eldest daughter of Nathaniel B. Mayzyck Esquire and in order to secure the property both real and personal to which the said Emma Caroline Mayzyck is now entitled or to which she shall hereafter become entitled The said William Blacklock has on the day of the date of these presents executed to M^r B. Mayzyck and A. B. Mayzyck as Trustees of the said Emma Caroline Mayzyck a Bond in the penal sum of Fifteen thousand dollars conditioned for the performance of certain covenants and agreements in the recital of the said Bond fully set forth and intended now to operate as a marriage Settlement and which said recital is hereby specially referred to and made a part of these presents, and in order to evidence the assent of the said Emma Caroline Mayzyck to the said Settlement and the acceptance by the said Trustees of the said Trust

and the concurrence therein of the said William Blacklock, the Execution of this present Instrument has been advised. Now therefore these presents witness that in consideration of the said intended Marriage the said Emma Caroline Mayzek hath approved and agreed to and doth hereby approve and agree to all and singular the several clauses covenants and provisos in the said intended settlement in the recital of the said Bond set forth, and contained - And that he the said William Blacklock and she the said Emma Caroline Mayzek have and each of them hath approved and sanctioned and do hereby approve and sanction the nomination and appointment of the said M B Mayzek and J B Mayzek as Trustees of the said Settlement. And that they the said M B Mayzek and J B Mayzek have respectively covenanted and agreed and do hereby consent and agree to accept the office and charge of Trustees of the said Settlement and to perform the several duties thereby rendered incumbent on them -

In Witness whereof the said William Blacklock - Emma Caroline Mayzek - M B Mayzek and J B Mayzek have hereunto set their hands and seals this twenty fifth day of March Eighteen hundred and thirty. W^m Blacklock (Seal) E C Mayzek (Seal) M B Mayzek (Seal) J Henry B Mayzek (Seal) - Signed Sealed and Confirmed in presence of Alex^r B Mayzek - Jno R Smith - South Carolina Charleston district - A H Mayzek being duly sworn made oath that he was present and saw William Blacklock sign the first deed and also saw him sign the second and also at the same time E C Mayzek - M B Mayzek & Henry B Mayzek sign seal and deliver the within Marriage settlement for the uses and purposes therein mentioned and that he with J R Smith witnessed the same Sworn to before me this 26 March 1830 J John W. W. N.P. -

Recorded 26th March 1830 -

The State of South Carolina. This Indenture made this Twenty seventh day of February in the year of Our Lord One thousand Eight hundred and thirty between John Hughes of the District of Williamsburgh in the State aforesaid of the first part, Lucy Ann Nesmith of the District of Williamsburgh in the State aforesaid of

304. the second part and Benjamin Britton of the district
of Williamsburgh in the State aforesaid of the third
part. Whereas a marriage hath been agreed and is
intended by divine permission to be shortly hereafter had
and solemnized between the said John Hughes and the
said Sary Ann Nesmith. And whereas the said
Sary Ann Nesmith is entitled unto and interested in a
certain undivided proportion or share of the Estate Real and
personal of Samuel Nesmith deceased. a particular schedule
of such share or proportion cannot be hereunto annexed
by reason that the same is still undetermined and un-
divided among the several devisees and Legatees thereon.
And Whereas upon the treaty of the said intended marriage
it was agreed that all and singular the share or proportions of the said
Sary Ann Nesmith in to and out of the undivided Estate real and
personal of the said Samuel Nesmith deceased (whenever the same
shall be ascertained) and also whatever other interest or
Estate may hereafter descend or be bequeathed to the said Sary
Ann Nesmith should be respectively conveyed transferred and
assigned to and vested in the said Benjamin Britton his Heirs
Executors administrators and assigns upon the several trusts
and for the several intents and purposes hereinafter expressed
and declared of and concerning the same. And it was also
upon the said marriage treaty agreed that all the Estate,
right, title Interest property claim demand or benefit, which
the said Sary Ann Nesmith is seized possessed of and en-
titled unto in to or out of the Estate both real and personal
of the said Samuel Nesmith deceased. And also all the Estate
right title property interest claim or demand of whatever
nature or kind the same may be of which the said Sary Ann Nes-
mith is now seized or possessed of or entitled ^{unto} to or which hereafter
she may be interested in or entitled unto either by descent, distribution
gift decree bequest or otherwise should be respectively conveyed
assigned transferred and set over unto the said Benjamin
Britton, his Heirs Executors Administrators, and assigns, upon
the several trusts, and to and for the several intents and purposes
hereinafter expressed and declared of and concerning the same.
Now this Indenture witnesseth that in pursuance and performance
of the said recited agreement and in consideration of the said intended
marriage, and also for and in consideration of the sum of
five dollars to each of them the said John Hughes and
Sary Ann Nesmith in hand paid by the said Benjamin

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Britten at and before the sealing and delivery of these
Presents the receipt whereof is hereby acknowledged, She
the said Mary Ann Nesmith with the privacy and consent
of the said John Hughes her intended husband (testified
by his being a party to and sealing and delivering these
Presents) hath bargained sold conveyed released, as-
signed transferred and set over, and by these Presents
doth bargain sell convey, release assign transfer and
set over unto the said Benjamin Britton, his heirs, ex-
ecutors administrators and assigns all and singular the
Estate, right title, Interest property claim or demand
whatsoever, both at Law and in Equity which she the said Mary
Ann Nesmith is now seized possessed of or entitled unto, in to and out
of the Estate both real and personal of Samuel Nesmith deceased.
And also all and singular the Estate and effects of her the said
Mary Ann Nesmith of whatever nature or kind the
same may be, not herein before specifically enumerated
and set forth, together with all and singular the
right members hereditaments and appurtenances to the said
premises belonging or in any wise incident and appertaining.
And also all the right title, interest property, claim or
demand of her the said Mary Ann Nesmith in to and out
of the aforesaid premises and every part and parcel thereof
to have and to hold all and singular the premises here-
inbefore mentioned and intended to be hereby granted, con-
veyed released, transferred assigned and set over unto
the said Benjamin Britton, his heirs Executors, admin-
istrators and assigns in trust nevertheless to for and upon
the several uses trusts intents and purposes and sub-
ject to the several provisions powers limitations and
agreements hereinafter mentioned limited expressed and
declared of and concerning the same, that is to say in
trust to and for the use benefit and behoof of the said
Mary Ann Nesmith her heirs Executors and administrators
until the solemnization of the said intended Marriage
and from and immediately after the solemnization thereof
in trust that he the said Benjamin Britton his heirs Executors
or administrators during the joint lives of the said John Hughes
and Mary Ann Nesmith his intended Wife shall and will
authorize permit and suffer the said John Hughes to receive and take
all the interests profits and produce to arise, be had or made of all
and singular the premises hereinbefore mentioned and intended to be

hereby granted transferred and released and of every part and
 parcel thereof for the purpose of maintaining the said Mary Ann Nesmith
 and her children, but not to be subject in any manner or way whatsoever to
 the debts contracts or engagements of the said John Hughes, and from and
 after the death of the said Mary Ann Nesmith should she die before the
 said John Hughes leaving any child or children Grand child or
 Grand children living at her death then in trust that he the
 said Benjamin Britton, his heirs, Executors, administrators and
 assigns during the natural life of the said John Hughes, shall
 and will authorize, permit and suffer him the said John Hughes
 to take and receive all the interest profits and income to arise
 he had or made of all and singular the premises herein before
 mentioned and intended to be hereby granted transferred and released
 and of every part and parcel thereof for the purpose of maintaining
 and educating such child or children Grand child or Grand
 children in such manner as he in his discretion shall see fit, but
 but not to be subject or liable in any manner or way whatsoever
 to his debts contracts or engagements, And from and immediately
 after the death of the said John Hughes then in trust to and for the
 use benefit and behoof of such child or children ~~or children~~
 Grand child or Grand children his her or their heirs Executors, admin-
 istrators and assigns forever if more than one as Tenants in
 common, such Grandchild representing their respective parents
 and taking between them only the share which their respective
 parents would have taken if they had survived the said
 John Hughes. But in case the said Mary Ann Nesmith should
 die before the said John Hughes leaving no child or children Grand
 child or Grand children living at her death and they should all die
 in the life time of the said John Hughes unmarried and without
 issue then in trust to and for the use benefit and behoof of such
 person or persons in such parts shares proportions Estates and
 limitations and upon such conditions manner and form as she
 the said Mary Ann Nesmith by her last will and Testament
 in writing to be by her duly executed in the presence of three
 or more credible witnesses shall give direct limit or appoint the
 same (which said Will and Testament she the said Mary Ann
 Nesmith is hereby and by and with the assent of the said
 John Hughes her intended husband enabled and empowered
 to make notwithstanding her intended Coverture, And
 in default of such gift disposition direction limitation
 or appointment then in trust to and for the use
 benefit and behoof of the said John Hughes his heirs

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executors administrators and assigns forever free and discharged from all and further trusts. But in case the said John Hughes shall die before the said Sary Ann Nesmith leaving any child or children Grandchild or Grand children issue of the said intended marriage living at his death then in trust to and for the benefit and behoof of the said Sary Ann Nesmith during her natural life for the purpose of maintaining and educating such child or children Grandchild or Grand children in such manner as she in her discretion shall see fit and from and after the death of the said Sary Ann Nesmith then in trust to and for the use benefit and behoof of such child or children Grandchild or Grand children his her or their heirs Executors administrators and assigns forever if more than one as tenants in common, such grand children representing their respective parents and taking between them only the share which their respective parents would have taken if they had survived the said Sary Ann Nesmith. But in case the said John Hughes should die before the said Sary Ann Nesmith leaving no child or children grand child or Grand children issue of the said intended marriage living at his death, Or in case he should leave such child or children, grandchild or Grand children living at his death, and they should all die in the life time of the said Sary Ann Nesmith unmarried and without issue, then in trust to and for the use benefit and behoof of the said Sary Ann Nesmith her heirs Executors administrators and assigns forever free and discharged from all further trusts. This Indenture further witnesseth that the said John Hughes in consideration of the said intended marriage and for the other considerations above mentioned doth hereby for himself his heirs Executors and administrators covenant promise grant and agree to and with the said Benjamin Britton his heirs Executors his heirs Executors administrators and assigns in manner following that is to say that he the said John Hughes shall and will with in three months next ensuing the day on which the share or proportion of the said Sary Ann Nesmith in to and out of the Estate of the said Samuel Nesmith deceased shall be ascertained in due form of Law well and sufficiently convey transfer and assign or cause or procure to be conveyed transferred and assigned all and singular the share or

propation of the said Say Ann Nesmith of the said Estate
 of Samuel Nesmith deceased unto the said Benjamin
 Britton his heirs Executors administrators and assigns
 And also that he the said John Hughes shall and will
 from time to time and at all times join and consent
 and with the said Say Ann Nesmith his intended Wife
 or separately by himself as the case may require in ex-
 ecuting all such acts deeds assignments and assen-
 ances in the Law whatsoever as by Counsel learned in
 the Law shall be advised or deemed necessary for the
 further better and more effectually assigning and as-
 signing all singular premises herein before mentioned and
 all such property real or personal or both as she the said
 Say Ann Nesmith is now possessed of or entitled unto, or as she
 or the said John Hughes in her right at any time hereafter
 shall or may become possessed of or entitled unto either by descent
 distribution gift devise bequest or otherwise unto the said Ben-
 jamin Britton his heirs Executors administrators and assigns
 And it is hereby declared to be the true intent and meaning
 of these presents and of the parties hereunto that all and
 every other conveyance and assurance which shall here-
 after be made unto the said Benjamin Britton his heirs Execu-
 tors administrators and assigns by virtue of these presents
 shall be and enure and is and are hereby declared to be meant
 and intended to be and enure and the said Benjamin Britton
 his heirs Executors and administrators shall stand and be
 seized and possessed of the Estate real ^{or} and personal or both
 conveyed, transferred and assigned in and by the said convey-
 ances and assurances to and for the several uses intents and
 purposes upon the trust and confidence and under and subject
 to the provisos limitations and agreements hereinbefore limited
 declared and expressed and to and for no other use intent or
 purpose whatsoever Provided always and it is hereby agreed
 mutually that the said Benjamin Britton his heirs Executors, ad-
 ministrators and assigns out of any part of the said Estate
 shall always reimburse themselves whatever costs and charges
 they may be put to in the execution of all or any of the trusts by
 these presents created or of any covenant article or thing therein
 contained In Witness whereof the parties to these presents have
 hereunto set their hands and seals the day and year first above
 written. John Hughes (Seal) Sarah Ann Nesmith (Seal)
 Benⁿ Britton (Seal) Witnesses William G Bellare

John Harelson - State of South Carolina. Before me personally appeared William G Bellune one of the subscribing witnesses to the within Deed or Instrument of writing and made oath that he was present and saw John Hughes Say Ann Nesmith & Benjamin Britton sign seal and deliver the within instrument of writing as their act and deed for the uses and purposes therein contained and that he and saw John Harelson subscribed their names thereto at the time stated as Witnesses to the said execution thereof. Wm G Bellune Sworn to before me this Twenty seventh day of February 1830. Williamsburgh District. Registers Office Recorded in Mortgage Book 13 pages 83, 84, 85, 86 and 87. this 18th March and examined by R. F. Ferrell, R. M. C.

Recorded 14th April 1830.

The State of South Carolina City of Charleston. This Indenture Tripartite made the Sixteenth day of February in the year of Our Lord One thousand eight hundred and thirty at Charleston aforesaid between Morris M Cochran of the one part Louisa Southerland of the second part and Tho^s Simons Jones (Trustee) of the third part Witnesseth Whereas a marriage is agreed upon and shortly to be had and solemnized between the said Mr Morris M Cochran and the said Louisa Southerland, and Whereas the said Louisa Southerland is now the owner and possessed of various articles of furniture to wit One Set of drawers a Bedstead & Bedding, One basin stand One dozen chairs, One set of Tables, three looking glasses, a set of dogs shovel & tongs, One pair of Candlesticks, one pair of lamps a Set of Crockery and various articles of Kitchen furniture and the said Louisa Southerland may inherit or otherwise receive from her parents and other connexions now it is believed living in the British West Indies considerable other property or money, And whereas also it is the wish and intention of the said Morris M Cochran and the said Louisa Southerland to secure the aforementioned property or money whether in possession or expectancy for the uses hereinafter mentioned, Now this Indenture witnesseth That in consideration of the said intended marriage and in pursuance and performance of the intention of the parties, and also in consideration of the sum of one dollar to her in hand paid and before the sealing and delivery of these presents, the receipt whereof

is hereby acknowledged) by the said Thos Simons Jones (Trustee) the the said Louisa Southerland by and with the consent and approbation of the said Morris M Cochran (Testified by his signature and seal hereunto) Hath granted Bargained and Set over and by these presents doth grant bargain sell assign transfer and set over unto the said Thos Simons Jones trustee his heirs and assigns forever, the and singular the aforesaid property and money whether in possession or expectancy. In Trust in the first place to and for the sole and separate use and behoof of the said Louisa Southerland notwithstanding her intended coverture from the debts or control of her said intended husband Morris M Cochran for and during her natural life. And in the second place upon her death leaving lawfully begotten issue, then in trust for the use and benefit of such issue share and share alike absolutely and forever freed and discharged from all further trusts. And lastly upon her death leaving no lawfully begotten issue then in trust for such uses and purposes as she may in and by her last will and testament direct and appoint. Provided always That if advisable or expedient at any time hereafter to dispose of or change any or all of the aforesaid property it shall and may be lawful for the said Thos Simons Jones (Trustee) his heirs and assigns to make such disposition and change thereof with the written consent of the said Louisa Southerland, and the proceeds thereof to reinvest to such uses and trusts as are hereinbefore mentioned mentioned and set forth. In Witness Whereof the said parties have hereunto ~~set their~~ interchangably set their hands and seals at Charleston aforesaid the day and year above mentioned. Morris M Cochran (Seal) Louisa Southerland (Seal) Thos Simons Jones (Seal). Signed Sealed and executed in presence of Joseph Beaudrot James Friend. State of South Carolina Charleston District. Personally appeared before me James Friend and made oath that he saw Morris M Cochran, Louisa Southerland and Thos Simons Jones sign and seal this instrument of writing for the uses and purposes therein mentioned and that he with Joseph Beaudrot subscribed their names as witnesses to the same. Given before me this 22nd day of April 1830. John Ward N.P.

Recorded 22nd April 1830

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