

should also in Judgement to be made in the said deed of distribution as well as the settlement to that effect, I am recommended as the debts of the Estate are paid and the Estate fairly divided that the Executors and Executrix be by a decretal Order formally relieved from all responsibility and the administration be closed, All which is respectfully submitted
 Filed & confirmed 19 May 1828 The Court comm. in Equity -

Monday 19. May 1828

Devises of Mrs. Christie

Anna Christie et al Exrs and Exrs Mrs Christie

On Reading the Commissioners Report in this case on motion of W^m Lance Defendant etc. with consent of S^r Blake Compt^r etc. It is ordered that the same be confirmed and the accounts of the Executors and Executrix being satisfactory to all parties it is further Ordered that they be discharged from any further responsibility and the administration of the Estate be hereby closed. It is further Ordered that a copy of this decretal order be endorsed on the Marriage Settlement of John B Thompson and Wife and on the deed of partition by the Register of this Court together with as much of the Commissioners report as designates the property conveyed to Mr. Magrath as Trustee under the said Marriage Settlement signed Hⁿ W^m De Saufpore

Office of the Register in Equity Charleston District

I Thomas John Santa Register in Equity for Charleston District do hereby certify that the foregoing is a true Copy of the Commissioners Report and the Decretal Order thereon in the case of the Devises of Mrs Christie vs Anna Christie et al Exrs and Exrs of Mrs Christie deceased.

In Witness Whereof I have hereunto affixed my hand and my seal and official seal of the Court at Charleston this twenty eight day of May in the year of our Lord One thousand eight hundred and twenty eight and in the fifty second year of American Independence -

Recorded June 21. 1828

See Marriage Settlement and 19 May 1828

South Carolina. This Indenture made by and between
made the twentieth day of May in the year of our Lord one
thousand eight hundred and twenty eight Between John
Samuel Peake of Saint Pauls Parish in the State of South Carolina
of the first part, Susannah Jane Townsend of the second
part John R. Townsend and William Townsend Brothers of
said Susannah of the State of South Carolina of the third
part. Whereas a marriage is intended by God's permission
shortly to be solemnized between the said John Samuel
Peake and the said Susannah and the said Susannah
Jane Townsend at the time of executing these presents is
seized and possessed of an conveyed lease of a lot of land
with the House thereon lying and being in Madrasland Island
at or on the plantation of William Peabody called the
Rocks, and by him the said Peabody let on lease to Doctor
Hugh L. Allison for the term of ten years ensuing and also
by the said Hugh L. Allison assigned and let out to the
said Susannah Jane Townsend of which lease eight years remain
unexpired and is also possessed of and entitled to in her own hand
right the several Negro Slaves hereinafter named, And Whereas
upon the treaty of the said intended Marriage it was and is
herely also agreed by and between the said John Samuel Peake
and Susannah Jane Townsend that the said Real and personal
Estate of the said Susannah Jane shall be conveyed assigned -
transferred ceded and conveyed to her and upon the several
Uses Incest Interest and purposes hereinafter mentioned -
expressed and declared of and concerning of the same -

Now this Indenture Witnesseth that in pursuance of
the said Agreement and for and in consideration of the said
intended Marriage and of the sum of Five Dollars to the
said Susannah Jane Townsend by the said John R. Townsend
and William Townsend in hand paid well and truly paid
the Receipt Whereof is herely acknowledged she the said
Susannah Jane Townsend (by and with the knowledge -
privity consent and approbation of the said John Samuel
Peake her intended husband testified by his being a
party to and executing these Presents. Have granted
bargained sold and released and by these Presents doth
grant bargain sell assign transfer and let out unto the said
John R. Townsend and William Townsend the following
named Negro Slaves Hagar Lady and her two Children

and my said husband Benjamin Perkins bequeathed to her said Son
 Samuel Perkins and her child named and Sally with the
 future issue and increase of the females likewise to me
 undivided, moiety or half part of the following named Negro
 Slaves bequeathed to her by her late Sister Lavinia Perkins
 formerly Lavinia Whaley which were devised from her first
 husband Archibald Whaley to wit, Part Liberty William
 Maria Frank Smart and begins with the future issue and
 increase of the females to have and to hold the same Negro
 Slaves with the future issue and increase of the females
 unto the said John R. Townsend and William Townsend
 and the Survivor of them his Executors Administrators and
 Assigns for ever to for and upon the several uses Powers
 Privileges and purposes herein after mentioned of for and
 concerning the same that is to say, In trust to make as to
 the said one or the several State of record to and for the
 use and behoof of the said Savannah Jane Townsend until
 the solemnization of the intended Marriage aforesaid; And
 from and immediately after the solemnization thereof -

In trust for and to the use of the said John Samuel Peake and
 Savannah Jane Townsend his intended Wife during their joint
 lives And from and immediately after the death of either of them
 to the use of the survivor for life and after the decease of such
 survivor to the use and behoof of each Child or Children of the
 Marriage aforesaid as may be living at the death of each -
 survivor to be equally divided between or amongst them
 if more than one and to him or her a son or her
 Heirs Executors Administrators and Assigns forever -

And in case my Child or children or of each Marriage
 shall be then dead having left issue such issue shall
 take the share to which the Parent would have been entitled
 to if alive to be equally divided between or amongst them
 if more than one forever But in case there shall be no
 Child or Children grand Child or Grand Children of
 the Marriage aforesaid living at the death of one of them
 then the said John Samuel Peake and Savannah Jane
 his intended Wife or shall first depart this life then to
 the use and behoof of the survivor of them the said John
 Samuel Peake and Savannah Jane his or her Heirs Executors
 Administrators and Assigns forever provided always and
 it is declared and agreed by these Parents that if it should

Laughter appear to the said John Thomas and Benjamin
Love his intended Wife that it will be for the benefit of the parties
interested to dispose of the Slave of the said land in the above named
on Madamslaw Island herebefore mentioned and described as of
any of the Slaves herein before named as the issue of the females
or any of them or the to alter or change the same in any manner
whatsoever it shall and may be lawful for them or to do when
and as often as they shall see fit and to make good and sufficient
bills and conveyances for the same with the consent and approba-
tion Nevertheless in writing of the Parties aforesaid is not
in any way or by any means to defeat the purvisions and
intentions of the Court of record. In Witness whereof the
said Parties to these presents have hereunto interchangeably
set their hands and seals the day and year first before
Written John T. Peake (Sd) Sarah S. Thomas (Sd)
John R. Townsend (Sd) W. B. Townsend (Sd)

Signed Sealed and delivered in the presence of
Ben and William (Sd) in the second page third line
the same being previously read to Capt. Roger Bailey
Roger Bailey W. R. Jenkins

Personally appeared before me James L. Jones and made oath
that he is well acquainted with the hand writing of Benjamin
Bailey one of the Witnesses to the deed of John R. Townsend and
W. B. Townsend parties thereto and verily believes the signa-
ture of each Individual Roger Bailey a Witness a John R. Townsend
a W. B. Townsend parties to be their respective signatures

Known to before me this 18 day of August 1828. Attest
Personally appeared before me Charles Hixite and
made oath that he is well acquainted with the writing of
John T. Peake and verily believes the signature to the deed
to be his. Known to before me this 18 day of August 1828
Attest J. Hixite. Recorded Augt 18. 1828

State of South Carolina

This Indenture bipartite made the sixteenth
day of August in the year of our Lord One thousand eight
hundred and Twenty Eight and in the thirty third
year of American Independence, Between Thomas
W. H. H. of the first part Mary Ann Holland
of the second part and George H. H. of the third part

Whence a marriage is intended by Isaac furnishing being
 to be had and consummated between the said Thos Webb
 Hollock and the said Mary Ann Holland and
 whereas the said Mary Ann Holland is coerced and
 possessed in her own right of a House and Lot of Land
 situate on California Island in the Village of Montserrat
 in Middle Street near Grace Church and whereas
 also upon the treaty of the said intended a marriage agreed
 by and between the said parties to these presents that
 the said House and Lot should be by her the said
 Mary Ann Holland granted bargained and conveyed
 unto the said party of the third part and his heirs
 Executors administrators and assigns to for and upon
 the change use, intents and purposes in such manner
 as is hereinafter mentioned limited expressed and
 declared of and concerning the same, Now the
 Indebted Witnesses that in pursuance and in
 part performance of the heretofore recited agreement
 and in consideration of the said intended Marriage
 also of the sum of Ten Dollars to him the said Thos
 Webb Hollock by the said Mary Ann Holland both
 and truly paid the Receipt whereof he the said Thos
 Webb Hollock doth by these presents acknowledge
 and also in consideration of the sum of ten Dollars
 to her the said Mary Ann Holland by the said George
 Hinckley the receipt whereof is by her hereby acknowledged
 and for divers other good cause and valuable considerations
 for the same especially moving the said Mary Ann
 Holland (by and with the knowledge, privity and consent
 of the said Thos Webb Hollock testified by his being
 a party to and executing these presents both granted
 bargained sold and Released and by these presents
 both grant bargain sold and Release unto the said
 George Hinckley his heirs & assigns all that House &
 lot of land situate in the Village of Montserrat of said
 measuring and containing Acre or Middle
 Street of front and in depth Acre or Middle
 bounding the north on Land of John Holden to the south by
 Middle Street to the East on Land of Mr William Miller
 and to the West on Land of Capt John Davis together with

all singular the lights mentioned heretofore and appur-
tenances to the said premises belonging a in any wise
incident a appertaining, To have and to hold the said
premises and every part and parcel thereof unto the said
George Pinlock his heirs and assigns forever subject
always nevertheless and it is expressly understood and
agreed by all the parties to these presents that the aforesaid
house and lot shall be held subject to the conditions
limitations provisions and trusts expressed and declared
by the presents of and concerning the same and to no
other whatsoever that is to say in trust to and for the
joint use benefit and behoof of the said Thomas
Webb Holbrook and the said Mary Ann Holbrook
for and during their joint lives and to be in no manner
a way subject a liable to the debts a engagements
of her present a any future husband (he may hereafter
have and from and after the death of the said Mary
Ann Holbrook to and for the use of such child
or children as he may have living at the time
of her death his or their heirs executors adminis-
trators and assigns forever equally to be divided
share and share alike as tenants in common but
in case the said Mary Ann Holbrook should leave
no issue lawfully begotten at the time of her
death then the said premises shall be to and for
the said Thomas Webb Holbrook his heirs executors
administrators and assigns absolutely and forever
freed and discharged of and from all trusts
whatsoever, 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 Mary Ann Holbrook Seal J. W. Holbrook Seal
George Pinlock Seal Witness Thomas Holbrook
Thomas Dyer

Thomas Holbrook made oath that he was present and
saw Mary Ann Holbrook, J. W. Holbrook and
George Pinlock sign seal a deliver the foregoing
instrument of Writing for the uses and purposes therein
mentioned and that he Witness the same, shown to
before me this 20 Aug^r 1828 John Ward J. D.
Rec^d 2 Aug^r 20th 1828

affirmed the above obligation to be true and to be and remain
in full force and virtue in Law, Said S. Joseph ~~and~~
Signed Sealed and delivered in the presence of
the Cohen Henry Joseph
State of South Carolina Georgetown District

Armuty appeared before me Henry Joseph also
being duly sworn says that he was present and saw the
said S. Joseph sign seal and deliver the within
instrument of Writing on his decess and for the purposes
within mentioned and that the said Abner Olsen with
this deponent signed therein to come as witnesses

Henry Joseph, sworn to before me this 20th day of
September 1828 James Smith S. P.

Recorded October 25. 1828

State of South Carolina This Indenture tripartite made
the twenty eight day of August in the year of our Lord one
thousand eight hundred and twenty eight and in the fifty
third year of the Independence of the United States of
America between Joshua D. Gilbert of the first Part Mary Mary
Rumph of the second part and John Gilbert and St. Robert
twelve of the ^{first} part Witnesses that Whereas by order purporting
a marriage is intended shortly to be had and solemnized
between the said Joshua D. Gilbert and Mary Rumph
and Whereas the said Joshua D. Gilbert is possessed of
certain negro Slaves five in number named Binah Sam
Hester Sandy and Andrew and also of thirty head of hogs
and four head of Cattle, and Whereas also the said Mary
Rumph is entitled to and possessed of the negro Slaves
named Abram and Nancy together with a stock of

of household and kitchen furniture And Whereas also
 it is agreed between the said Joshua Dillbert & Mary
 Rumph testified by their being parties to and signing
 this instrument before the said marriage that the foregoing
 property of which each is respectively possessed shall be
 granted released and assigned to John Dillbert and
 Jo Roger & their executors administrators and assigns
 by the said Joshua Dillbert and Mary Rumph to and
 for the use trust and purposes herein after declared of
 and concerning the same Now this Indenture Witnesseth
 that in pursuance of the aforesaid agreement and in
 consideration of the said intended marriage and also
 in consideration of the sum of one dollar to the said Joshua
 Dillbert and Mary Rumph by the said John Dillbert &
 Jo Roger & each and truly paid at and before the making
 of these presents to receipt whereof it is hereby acknowledged
 by the said Joshua Dillbert and also the said Mary Rumph
 by and with the pivity and consent of them the said Joshua D
 Dillbert testified by his being party to signing and sealing
 these presents Have granted bargained sold released and
 assigned and by these presents do grant bargain sell
 release and assign and the said Joshua Dillbert as Jo
 Roger & their executors administrators and assigns all
 the negro slaves stock of cattle hogs and furniture hereinafter
 enumerated and possessed by the said Joshua Dillbert and
 Mary Rumph respectively I have and to hold all and
 singular the said negro slaves with the issue and increase
 of the females together with all and singular the said stock
 of cattle and hogs and the said furniture unto the said
 John Dillbert and Jo Roger & their executors administra
 tors and assigns forever, Subject nevertheless and upon such
 trusts and for such intents and purposes as are hereafter
 mentioned and declared of and concerning the same
 that is to say In trust, the the portion now possessed by the
 said Joshua Dillbert and Mary Rumph respectively
 for the use and behoof of each until the solemnization
 of the said marriage then all the property and from &
 and immediately after the solemnization of the said marriage
 then all the property hereinafter enumerated and possessed
 by both the said Joshua Dillbert and Mary Rumph,

I do trust and to and for the joint use and behoof of the
said Joshua D Gilbert & Mary Rumph for and during the
term of their joint lives without being in any manner subject
to the debts or contracts of the said Joshua D Gilbert or Mary
Rumph and from and immediately after the determination
of that estate then in trust to the said John Gilbert and
Roger J. their executors administrators and assigns to and
for the sole use benefit and behoof of the survivor of the said
Joshua D Gilbert and Mary Rumph without impleas-
ment of waste for and during the term of his or her natural life
and from and immediately after the death of which survivor
then to the said John Gilbert and Roger J. I do trust for each
child or children of the said Joshua D Gilbert and Mary
Rumph the issue of the said marriage or may be living at
the time of the death of which survivor to be equally divided
between them if more than one and their executors admini-
strators and assigns forever as tenants in common free
and absolute discharged of and from all and every other and further
use trust or limitation whatsoever and if any such child or
children should die before the decease of such survivor
leaving issue then such issue should collectively take among
themselves if more than one such share or shares in the premises as his
or their parents or parents would have taken had such
parent or parents been alive at the death of which survivor
But in case there shall be no issue of the said Marriage of
the said Joshua D Gilbert & Mary Rumph then and in that
case upon the death of the survivor of them all and singular
the said property herein before enumerated shall be equally
divided between the Heirs at law of the said Joshua D Gilbert
and of the said Mary Rumph or to such persons as the said
Joshua D Gilbert in the event of there being no issue or issue
of record by will or deed may devise or give to claim

And it is further covenanted and agreed by and between the parties
to these presents that if the said Joshua D Gilbert and Mary Rumph
during their joint lives a survivor of them shall think it to
be beneficial to their interest or to the interest of which survivor to
have the aforesaid property or any part thereof sold or sub-
stituted or exchanged for other property real or personal that then
the said John Gilbert and Roger J. Justice or executors
living thereunto requested by the said Joshua D Gilbert in

Witnessing

+ signed by John D. Elliott and Mary Rumph in presence of the following and being freely and voluntarily made in the presence of the first named J. D. Elliott

writing a by the said Mary Rumph after the death of her
 John D. Elliott should the said John Elliott should the said John Elliott
 will dispose of substitute or exchange all or any part of the
 said property and each purchased, exchanged or sub-
 stituted property shall be held by the said John Elliott and Jo-
 hnn S. Hunter or of said their Executors and administrators
 subject to the same trust limitations and conditions as are
 herein before limited and declared of and concerning the
 premises hereinbefore granted and assigned and to no
 other use intent trust or purpose whatsoever

In Witness Whereof the parties to these Presents have
 hereunto interchangeably set their hands and affixed their
 seals in the Parish of St George in the District of Colleton &
 State of South Carolina on the day a year just above mentioned

John D. Elliott Mary Rumph John S. Hunter
 The State of South Carolina Colleton District

Personally appearing W. William H. Rumph who being
 sworn says that he was present and saw John D. Elliott
 Mary Rumph John C. Elliott and Joseph Roger Dur-
 bin execute the within instrument for the intents and purposes
 herein mentioned and that he with of Harbey subscribed
 their names hereto as witnesses I am to before me this 28th
 of August 1828 William Rigg J. W. William H. Rumph -

Recorded Nov 11. 1828

The State of South Carolina This Indenture
 Supersite is made and executed this Nineteenth day of
 November in the year of our Lord One thousand Eight
 hundred and Twenty eight and of the Independence and
 Independence of the United States of America the fifty third
 Between Isaac W. Girardeau of James Island in the said
 State Planter of the first part Margaret Thomassine
 Lee of Charleston in the said State of the second part
 and Margaret Guillard Skine also of Charleston of the
 of the third part a Justice nominated and appointed by
 the parties of the first and second parts
 Whereas it is intended that a marriage shall be duly
 had and solemnized between the said Isaac W. Girardeau
 and Margaret Skine and it has previously to the
 said intended marriage and in consideration thereof
 been agreed between and among the said parties -

[illegible]

lying and being on the West side of Meeting Street formerly
 known and distinguished by the number twenty four measuring
 and containing in front on Meeting Street ofersaid
 twenty four feet nine inches more or less in depth on the
 north line One hundred and twenty one feet four inches
 more or less and on the West or back line twenty four feet
 nine inches more or less butting and bounding east on
 Meeting Street West on part of the lot heretofore last
 described North on another part of the same lot of land on
 and South on lands now or late of James Mitchell being
 lands above named as property of Richard Smith formerly
 and being part of a lot of land known in the plat of the
 confiscated lots of Hopkins Price by the number four sold
 by the Commissioners of confiscated estate to Robert Smith
 on or about the thirteenth of June seventeen hundred and
 Eighty three, and also one undivided moiety a half part of
 all that Lot of Land situate lying and being in Price Alley
 in Charleston ofersaid measuring and containing in front
 on the South line One hundred and sixteen feet on the
 West five fifty two feet six inches on the north line One
 hundred and eighteen feet eight inches and on the east
 line forty six feet be the whole of the same little more or less
 butting and bounding South on Price Alley ofersaid
 West on Land partly of the Estate of Joseph Pitt and partly
 of A. Burtis and Wife North on lands of J. S. Lohr and
 East on lands of the Estate of N. Russell deceased, also one
 undivided moiety a half part of all that plantation or tract
 of Land situate in the District of Cranburgh on the dividing
 ground between Edisto and Little Backwater Rivers on the
 Southern side containing by the original survey now of
 Record in the Secretary of State's Office eighteen hundred
 and twenty four acres originally granted to John Bull
 Ogden and by a survey made on the twenty eight of June
 Eighteen hundred and one also of record two thousand
 two hundred and eighty seven acres, and also one undivided
 moiety a half part of all that Lot of Land situate lying
 and being in the City of Charleston ofersaid on the North
 side of Broad Street measuring and containing in front
 on the said Street twenty five feet more or less and in
 depth from North to South eighty feet more or less known
 and distinguished by the number fifty butting and bounding

to the South on Broad Street of record to the East on a portion
a large adjoining land belonging to John Northcutt to the
North on land belonging to the Estate of John Allen
deceased and to the West on lands formerly of General
John Sedges Together with all and singular the rights
member hereditaments and appurtenances to all and
singular the premises before conveyed or intended to be
belonging or in any wise incident or appurtening
To have and to hold all and singular the premises
aforesaid hereinbefore conveyed or intended to be
with their appurtenances and every of them unto the
said Margaret Skinner her heirs and assigns forever
in trust nevertheless and to and for the several uses intents and
purposes herein after expressed and declared of and concerning
the same And for the Consideration aforesaid and also
by and with the advice consent and approbation of her said
husband and with the advice consent and approbation
intended of her said husband and evidenced as aforesaid to the said
Margaret I her husband bargained sold assigned transferred
and let over and by their parents John bargain sold assign
transfer and let over unto the said Margaret Skinner One
undivided moiety or half part of and in Ten shares in the South
Carolina Insurance Company and of and in the Bond of Joseph
Wilder to Charles Edmondston Executor of the last deceased
dated the twentieth of July Eighteen Hundred and ~~thirty~~ ^{thirty} three and
in the bond of John Howard four hundred and thirty three
Dollars eighty cents conditioned for the payment of Three
thousand seven hundred and sixteen Dollars ninety
cents with the mortgage given to secure the same and of and
in the bond of Doctor J. D. L. to the said Charles Edmondston
with the security thereof And also all that the negro slaves
named Nanner and her son Charles with her future issue and
increase And also two thousand seven hundred Dollars
of five per cent stock (third loan) of the State of South
Carolina in Certificate numbered forty one And also
Two thousand five hundred Dollars of five per cent
stock third loan of the State in certificate numbered thirty
but which Certificate last aforesaid are now in the name of
Charles Edmondston in trust for Margaret Skinner aforesaid
To have and to hold take collect and receive the same
and their appurtenances and every part and parcel

unto the said Margaret & Shrine her executors administrators
and Assigns in trust nevertheless and to and for the
several uses intents and purposes hereinafter expressed
and declared of and concerning the same And the said
James W. Henshaw and Margaret Shrin for the consid-
erations of record jointly and severally and each for
the other their and each of their heirs executors and admin-
istrators Have covenanted promised granted and agreed
and Do by these presents covenant promise grant and
agree to and with the said Margaret & Shrine her
successors and her and their heirs executors adminis-
trators and Assigns that they the said James W. Henshaw
and Margaret Shrin the Survivor of them their and
his or her heirs executors or administrators and all
and every person and persons whatsoever having and
lawfully claiming or to claim any estate right title interest
property here demand or claim of in or to the said premises
real and personal or any part or parcel thereof shall and
will from time to time and at all times hereafter at the
reasonable request and at the proper costs and charges
of the said trust estate hereinafore conveyed and of the said
Parties make default execute and deliver or cause or procure
to be made done sealed executed and delivered all and
every such further and other reasonable acts and things
deeds conveyances and assurances in the Law whatsoever
for the further and more perfect and absolute granting
Conveying and Assuring all and singular the premises real
and personal and every part and parcel thereof unto
the said Margaret & Shrine her successors her or their
heirs executors administrators and Assigns as by her or
them or her or their Counsel learned in the Law shall be
reasonably advised devised or required in trust always
nevertheless and to and for the several uses intents
and purposes hereinafter expressed and do declare
of and concerning the same that to wit say In trust
to and for the sole use benefit and behoof of the said
Margaret Shrin her heirs executors administrators
and Assigns according to the nature of the estate until
the consummation of the said intended marriage and
from and after the consummation of the said intended
marriage in trust to and for the sole and separate

use benefit and behoof of the said Margaret I bear
for and during her natural life without being
in any manner subject to the control of the contracts
or engagements of the said James W. Girardeau with
full Power and Authority in the said Margaret
I bear from time to time and at all times notwithstanding
her coverture and as if she were a feme sole
and unmarried in and by her last Will and Testame-
nt a paper purporting to be her last Will and
Testament in writing duly executed in the presence
of three Witnesses, to give bequeath devise and dispose
of the same or of any part thereof to such person or
persons and for such estate or estates as he may think
proper freed and discharged from all further and
other trusts, and should the said Margaret I bear survive
the said James W. Girardeau then in trust from and immedi-
ately after the death of the said James W. Girardeau to and
for the sole use benefit and behoof of the said Margaret
I bear her heirs executors administrators and assigns
freen according to the nature of the Estate freed and
discharged from all further and other trusts, and should
the said James W. Girardeau survive the said Margaret
I bear then from and immediately after the death of the said
Margaret I bear in trust to and for such uses intents and
purposes and to and for such person and persons and
such estate or estates as the said Margaret I bear in
and by her last Will and Testament executed or to be
may direct limit bequeath devise or appoint freed and
discharged from all further and other trusts and should
the said Margaret I bear die intestate leaving the said
James W. Girardeau surviving her then in trust as to the said
property real and Personal as much thereof in relation
to which the said Margaret I bear may have died
intestate to and for the heirs at Law and distributees of the said
Margaret I bear according to the act of the General Assembly
of this State usually called to act abolishing the Rights of
Primogeniture and for the distribution of intestate Estates
and the several Acts Amendmentary thereto freed
and discharged from all further and other trusts
and further in trust that from time to time and at all
times hereafter when and as often as it may be thought

it shall be lawful to and for the said Margaret Skinner
 her Successors or Successors or Trustees or Executors or assigns
 said by and with the advice and consent of the said Isaac
 W. Swindell and Margaret Sklar to pledge mortgage
 incumber grant bargain sell alien and convey all and
 singular the said premises Real and Personal and any
 one every part and parcel thereof and the proceeds thereof
 or of any and every part thereof to reinvest in such property
 real or personal as may be thought proper and the same again
 to pledge mortgage incumber grant bargain sell alien and
 convey when and as often as may be thought proper subject
 always nevertheless to and for the several uses intents and
 purposes herein expressed and declared of and concerning
 the same and for the Considerations aforesaid it is further
 herein and hereby understood covenanted promised granted
 and agreed by between and among the said parties
 to the presents that it shall and may be lawful to and
 for the said Margaret Sklar from time to time and at
 all times hereafter notwithstanding her coverture and
 as if she were a feme sole and unmarried to make
 seal execute publish and declare her last Will and
 Testament or any paper purporting to be her last Will
 and Testament and the same again to revoke and annul and to
 recreate and republish when and as often as she may think
 proper that it is also further covenanted promised granted &
 agreed jointly and severally by and between the parties to
 the presents that they the said Isaac W. Swindell and
 Margaret Sklar shall and will from time to time and at
 all times hereafter grant bargain sell assign transfer and
 set over unto the said Margaret Skinner Trustees or assigns
 her Successors or their heirs executors or administrators all
 and singular the property real and Personal which shall
 or may at any time or times hereafter happen fall or come
 to the said Margaret Sklar in her own right or to the said
 Isaac W. Swindell in right of his said intended wife during
 the said intended coverture by inheritance purchase or in any
 other manner or way whatsoever In trust nevertheless
 unto and for the several uses intents and purposes herein
 expressed and declared of and concerning the premises
 real and Personal hereinbefore conveyed or intended to be

88
be, And Lastly it is further mutually promised covenanted
and agreed that it shall and may be lawful to and
for the said Margaret I Sherie and Isaac W Sherardeau
her said intended Husband in and by their depts under
their hands and seals executed in the presence of two
Witnesses with the advice and consent of the said Margaret
I Sherie Trustee as aforesaid a Successor during her or
their lifetime or without such advice and consent after
her or their death when and as often as may be thought
proper to constitute nominate and appoint another Trustee
or Trustees in the place and stead of the said Margaret I
Sherie her Successors her executors or administrators and
the Successor or Successors as Trustee or Trustees as aforesaid
but Constituted nominated and appointed shall once
with power and enjoy all and singular the rights -
powers privilege and authorities and be subject to all
the duties responsibilities and liabilities of the said Margaret
I Sherie as Trustee as aforesaid and the person or persons
formerly Trustee or Trustees in whose place or stead
such new Trustee or Trustees may be appointed shall
be lawful forthwith forever hereupon exonerated and
discharged, In Testimony whereof the said parties
in then presents have hereunto interchangeably set their
respective hands and seals the day and year in that behalf
first above written, I W Sherardeau Seal
M Thomasine Cox Seal Margaret I Sherie Seal
Signed Sealed and delivered in the presence of Robert R Taylor
Charles Minott

Robert R Taylor made oath that he was present
and saw I W Sherardeau M Thomasine Cox and Margaret
I Sherie Sign Seal and Deliver the foregoing instrument
of Writing for the uses and purposes therein mentioned and
that he witnessed the same together with Charles Minott
Sworn to before me this 25 November 1828

John W. G. J. O.
Recorded 25 November 1828

State of South Carolina. Whereas a marriage is intended to be shortly had
and solemnized between Robert J Turnbull of Charleston in the said State
and Valeria Lightwood of the same place, and it has been agreed by and
between the said parties that the property of the said Valeria Lightwood
hereinafter described and specified should be conveyed and to

88
he, And Lastly it is further mutually promised covenanted
and agreed that it shall and may be lawful to and
for the said Margaret Iloca and Isaac W. Searles
her said intended Husband in and by their deed under
their hands and seals executed in the presence of two
Witnesses with the advice and consent of the said Margaret
Iloca as Trustee or otherwise a her Successors during her or
their lifetime or without such advice and consent after
her or their death when and as often as may be thought
proper to constitute nominate and appoint another Trustee
or Trustees in the place and stead of the said Margaret I
loca her Successors her executors or administrators and
the Successor or Successors as Trustee or Trustees as aforesaid
last Constituted nominated and appointed shall and
will possess and enjoy all and singular the rights -
powers privileges and authorities and be subject to all
the duties responsibilities and liabilities of the said Margaret
Iloca as Trustee or otherwise and the person or persons
formerly Trustee or Trustees in whose place or stead
such new Trustee or Trustees may be appointed shall
be lawful forthwith forever herefrom exonerated and
discharged, In Testimony whereof the said parties
to the presents have hereunto interchangeably set their
respective hands and seals the day and year in that behalf
first above written, I W. Searles Seal
M. Thomazine Cox Seal Margaret Iloca Seal
Signed Sealed and delivered in the presence of Robert R. Taylor
Charles Minott

Robert R. Taylor made oath that he was present
and saw I W. Searles M. Thomazine Cox and Margaret
Iloca Sign Seal and Deliver the foregoing instrument
of Writing for the uses and purposes therein mentioned and
that he witnessed the same together with Charles Minott
Sworn to before me this 25 November 1828

John W. Searles
Recorded 25 November 1828

State of South Carolina. Whereas a marriage is intended to be shortly had
and solemnized between Robert J. Turnbull of Charleston in the said State
and Valeria Lightwood of the same place, and it has been agreed by and
between the said parties that the property of the said Valeria Lightwood
hereinafter described and specified should be conveyed and transferred

to Joseph Augustus Winthrop of the same City and State, Factor upon the
 trusts and to and for the Uses and purposes and subject to the Provisions and
 Conditions hereinafter limited mentioned and declared Now know all
 men by these presents that I the said Valeria Lightwood in consideration
 of the said intended marriage and in pursuance of the said agreement and
 with the consent and approbation of the said Robert J. Turnbull testified
 by his signing and sealing these presents, and in consideration of the sum
 of One dollar to me paid by the said Joseph A. Winthrop have granted
 bargained sold released assigned and transferred, And by these presents
 Abgrant bargain sell release assign and transfer unto the said Joseph
 A. Winthrop the following negro Slaves that is to say, April, Robin, Jimmy, Almon,
 William, Ben, April, Jack, Tom, Flomidy, Frank, Tony, Jack, Joe, Cook, Peter,
 Joseph, Roger, John, Jimmy and his Child, Sam, Melanthe, Betty, Elizabeth,
 Betty, Bella, Diana, Bella, Jane, Lydia, Chlo, Bella, Penda, Clarissa, Elsey,
 Bunker, Hetty, Daphne, Amelia, Aggar, Bell, Peggy, Lindy, and Beck; Also a
 Bond under the hand and seal of William M. Kenzie Parker made payable
 to M. Keith, Master in Equity and by him assigned to me the said bond
 being conditioned for the payment of Two thousand and Sixty eight dollars
 and dated the twenty fifth day of February in the year of our Lord one thousand
 eight hundred and twenty eight; Also one fourth part of each of the following
 bonds, that is to say a bond of Francis Newman to the said Master in Equity
 conditioned for the payment of the sum of One hundred and twenty four
 dollars; a bond of Richard Clarke to the said Master in Equity conditioned
 for the payment of the sum of Six hundred and ninety dollars and another bond
 of the said William M. Kenzie Parker to the said Master in Equity conditioned
 for the payment of the sum of two thousand and sixty eight dollars, which three last
 mentioned bonds are each of them dated the twenty fifth day of February in the
 year of our Lord one thousand eight hundred and twenty eight and have been
 assigned by the said Master in Equity to the Trustees of my Sister M^{rs}. Mary
 Newman and to my Sisters Eliza Lightwood, M^{rs}. Emma Fugh and myself
 the said Valeria Lightwood each of us being entitled to one fourth part of
 each of the said bonds: - Also all my right, title, interest and claim in and
 to a distributive part or share of the undivided estate of my late mother M^{rs}.
 Elizabeth Lightwood deceased, that is to say; a full and equal undivided sixth
 part or share of All that plantation or tract of land, containing four hundred
 and fourteen Acres more or less, situate in the Parish of St. Bartholomew's &
 district of Colleton and State aforesaid, Butting and Bounding to the North
 East on lands formerly belonging to Amos Bird Northrop deceased; to the North
 West on lands formerly belonging to M^r. Osborne; and to the South West &
 partly on land belonging to the estate of St. John Fugh and partly on land
 now or formerly belonging to the estate of William Mott. Also a full and equal
 undivided sixth part of all that lot of land and Mefuagie situate in Meeting

Street in the said City, Butting and Bounding to the North on Lightwoods
Alley, to the East on Church Street continued; to the West on Meeting Street
and to the South on land belonging to Henry Manigault. Also a full
and equal undivided sixth part of all that lot of land situate in Light
woods Alley aforesaid measuring from East to West on the South line #
Seventy six feet and on the North line Eighty one feet, and from North to
South on the East line Seventy three feet four inches and on the West line
Seventy two feet ten inches more or less; Butting and Bounding to the West
on land belonging to W.^{rs} Hughes; to the East on land belonging to Francis
Weyman; to the North on land belonging to the said estate of W.^{rs} Elizabeth
Lightwood and to the South on Lightwoods Alley aforesaid. Also a full
and equal undivided sixth part of all that lot of land situate in Church
Street continued in the said City, measuring in width from North to South
thirty six feet and in depth from East to West on the North line One hun
dred and sixteen feet and on the South line One hundred and thirteen
feet; Butting and Bounding to the North on land of Captain Richard Clarke
to the South partly on land of said Estate of W.^{rs} Lightwood and of
Francis Weyman; to the West partly on land of W.^{rs} Motte and
partly on land of W.^{rs} Hughes and to the East on Church Street continued: the
said plantation and Lots of Land being the property of the Estate of my late
mother Elizabeth Lightwood yet undistributed: Together with all and
singular the rights members hereditaments and appurtenances to the said
premises, belonging or in any wise incident or appertaining: And the reversion
and reversions, remainder and remainders rents issues and profits there of
And also all the estate right title interest use trust claim demand inter
tance and property whatsoever both at law and in equity of me the said
Vateria Lightwood in to and out of the said premises: To have and to
hold all and singular the premises before mentioned and the said slaves
and other personal property with the future issue and increase of the
females of the said slaves unto the said Joseph A. Winthrop his heirs
executors administrators and assigns forever according to the nature of
the property in trust nevertheless to and for the following uses and purpo
ses that is to say, in trust for the use and behoof of the said Vateria A.
Lightwood her heirs executors administrators and assigns until the said
intended marriage shall be had and solemnized and from and after
the solemnization of the said intended marriage then in trust that
the said Joseph A. Winthrop his heirs executors administrators and assigns
will during the joint lives of the said Robert J. Turnbull and Vateria
Lightwood his intended Wife permit authorize and suffer the said
Robert J. Turnbull to receive take and enjoy the interest money rents
issues and profits of all and singular the premises hereby granted con
veyed and transferred and every part thereof for the purpose of maintain

ming the said *Nateria Lightwood* and her Children, but not to be liable to
 the debts, contracts or engagements of the said *Robert J. Turnbull*; And
 from and after the death of the said *Nateria Lightwood* should she
 die before the said *Robert J. Turnbull* leaving any Child or Children,
 grand Child or grand Children living at her death, then in trust that
 the said *Joseph A. Winthrop* his heirs, executors administrators and
 assigns will during the life time of the said *Robert J. Turnbull* permit
 authorize and suffer him the said *Robert J. Turnbull* to receive take and
 enjoy the interest, money, rents issues and profits of the same and of
 every part 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, without being accountable to them or any
 one for the same; but not to be liable for the debts, contracts or engage-
 ments of the said *Robert J. Turnbull*; And from and after the death of
 the said *Robert J. Turnbull* then to and for the use and behoof of such
 child or children grand child or grand children his her and their ^{heirs} execu-
 tors administrators and assigns if more than one as tenants in common,
 such grand children standing in their parents stead and taking between
 only their parents share: But in case the said *Nateria Lightwood* should
 die before the said *Robert J. Turnbull* leaving no Child or Children grand
 child or grand children living at her death, or in case she should leave
 such Child or Children grand Child or grand Children living at her death
 and they should all die in the life time of the said *Robert J. Turnbull*
 unmarried and without issue, then in trust to and for the use and behoof
 of the said *Robert J. Turnbull* his heirs executors administrators and assigns:
 But in case the said *Robert J. Turnbull* should die before the said *Nateria*
Lightwood, then in trust to and for the use and behoof of the said *Nateria*
Lightwood her heirs executors administrators and assigns:—Provided
 always nevertheless that in case it should appear hereafter to the said
Robert J. Turnbull to be most for the advantage of the said *Nateria Light-*
wood and her Children that the whole or any part of the said property
 should be sold or disposed of and the proceeds thereof vested in other
 property real or personal or both, then and in such case it shall and
 may be lawful for the said *Robert J. Turnbull* to direct such sale and
 investment, and thereupon it shall then be lawful for the said *Robert*
J. Turnbull and *Joseph A. Winthrop* by their deed or deeds properly executed in
 the presence of two or more credible Witnesses to make and make void
 all and every the use and uses hereinbefore limited of or concerning the aforesaid
 property or any part thereof and to limit and declare any new use or uses
 of or concerning the same: So as upon and at the time of making such
 revocation and limiting any new use or uses of the aforesaid property, or
 as soon thereafter as can conveniently be done, the moneys or proceeds arising

73

from the sale or disposal thereof be vested by the said parties in the purchase of any other property real or personal or both, and the same well and sufficiently conveyed and transferred unto the said Joseph A. Winthrop his heirs executors administrators and assigns (the said Robert J. Turnbull signing the deeds conveying and transferring the same and thereby signifying his consent thereto) in trust nevertheless to and for the same uses and purposes as those hereinbefore already expressed provided also nevertheless that the same power subject to the same Condition is hereby given to the same parties from time to time as often as the said Robert J. Turnbull may think it advantageous to make the use or uses of the whole or any part of any property acquired by the sale or disposal of the aforesaid property or any part thereof either immediately or remotely, and to appoint his heirs executors and administrators to lay out invest appropriate and apply all and every such sum or sums of money as may from time to time be received in part or in full payment of the principal of either or all of the said bonds hereby assigned and transferred in and to the purchase of such property real or personal or both as to the said Robert J. Turnbull may appear to be most advantageous, the same to be well and sufficiently conveyed and transferred unto the said Joseph A. Winthrop his heirs executors administrators and assigns (the said Robert J. Turnbull signing the deed or deeds conveying and transferring the same and thereby signifying his consent thereto) in trust nevertheless to and for the same uses and purposes and subject to the same limitations, Conditions and Provisions as those hereinbefore expressed. Witness my hand and Seal and the hand and seal of the said Robert J. Turnbull and the hand and seal of the said Joseph A. Winthrop in testimony of his acceptance of the Trusts herein declared this twenty fourth day of November in the Year four Lord One thousand eight hundred and twenty eight, and in the fifty third year of the Independence of the United States of America. Robert J. Turnbull (L.S.)
Nateria Lightwood (L.S.) Joseph A. Winthrop (L.S.) Sealed and delivered the words "use or uses of the" having been first interlined in the third page in the presence of John Wilkes, Henry W. Peronneau, late of South Carolina Charleston District, Personally appeared before me Henry W. Peronneau and made Oath that he saw Robert J. Turnbull Nateria Lightwood and Joseph A. Winthrop sign seal and as their Act and Deed deliver this Instrument of Writing for the uses and purposes therein mentioned and that he with John Wilkes Witnessed the same. Sworn to before me this 26th day of November 1828. John Simons Jones, N.P.

- Recorded November 26th 1828 -

South Carolina, Beaufort District. This Indenture tripartite made
 and executed this 13th day of September in the year of our Lord One Thousand
 Eight Hundred and Twenty Eight between Eliza Ann McHenry
 widow and relict of Daniel W. McHenry late of Saint John
 Parish deceased of the first part Isaac W. C. Chown of the second
 part and Isaac S. Postick and Benjamin R. Postick of the
 third part, Whereas the said Eliza Ann McHenry at the
 date of making and delivery hereof is entitled to one
 portion of Eight Negro Slaves named Betty Hannah Mary
 Maryann Lizzy John Richard and Henry, And whereas
 also the said Eliza Ann McHenry will be entitled to some
 portion share and interest in the Estate of her Father Richard
 Postick in case he should die intestate or may receive
 some portion share and interest therefrom by deed devise
 or other conveyance from him, And Whereas by Gods blessing
 a marriage is intended to be shortly had and solemnized
 between the said Eliza Ann McHenry and the said Isaac
 W. C. Chown and the said Eliza Ann McHenry is willing
 and desirous to settle and apportion the negro Slaves above
 mentioned and the other property in expectancy (which
 when received into possession shall be described in a
 schedule hereto to be annexed) for the future provision
 and maintenance of herself and issue both present (she
 having now issue, a daughter by her marriage with the
 said Daniel W. McHenry above mentioned) and
 future upon the terms and conditions and promises
 hereinafter mentioned, Now this Indenture witnesseth
 that the said Eliza Ann McHenry for and
 in Consideration of the intended marriage and also
 in Consideration of the sum of two Dollars to her in
 hand paid by the said Isaac S. Postick and the said
 Benjamin R. Postick (the receipt whereof is hereby
 acknowledged) and by and with the assent of the
 said Isaac W. C. Chown signified by his being a
 party to this instrument, Have given granted bargained
 sold and assigned and by these Presents Doth give
 grant bargain sell and assign to the said Isaac
 S. Postick and Benjamin R. Postick all those Negro
 Slaves above mentioned with the issue and increase
 increase of the females and all right and claim
 which the said Eliza Ann McHenry has or may have

14
have to the Estate of her Father Richard Postick, I have and
do hold the said negro slaves and other property and the
said Jacob Postick and Benjamin A Postick and
the survivor of them and the Executors and administrators
of said survivor, In Trust nevertheless to and for the
uses intents and purposes herein after declared that is
to say, In trust that they the said Jacob Postick
and Benjamin A Postick shall suffer and permit the
said Isaac A Chhavin to have the management —
direction and control and receive the hire services
labour and hire of the said Negro Slaves and the profits
of such other property as above described for the joint
use benefit and maintenance of them the said Isaac
A Chhavin and Eliza Ann Mc Kenzie for and
during the term of their coverture, the said Negro
Slaves and other property to be free from all liability
claim or incumbrance from or on account of the debts
or dealings of the said Isaac A Chhavin heretofore or
hereafter, And from and after the death of the said Isaac
A Chhavin if he should die first leaving issue of his
marriage with the said Eliza Ann Mc Kenzie then
In trust to permit and suffer the said Eliza Ann
Mc Kenzie to have the management direction and
control of the said Negro Slaves and other property and
to receive the hire services and profits thereof for and during
the term of her natural life and after her death then
In trust for such issue of any marriage whatsoever
as the said Eliza Ann Mc Kenzie may leave at the
time of her death, and from and after the death of the said
Eliza Ann Mc Kenzie if she should die first leaving
issue of her marriage with the said Isaac A Chhavin
then In trust for such issue and her present issue
equally to be divided between them per capita pro
But if the said Eliza Ann Mc Kenzie should leave
no issue of her marriage with the said Isaac A Chhavin
then In trust for her present child and her heirs forever
But in case the said Isaac A Chhavin should die
in the life time of the said Eliza Ann Mc Kenzie and
at the time of his death the said Eliza Ann Mc Kenzie
should have no issue of her marriage with him or
having such issue the said issue should die in the life
time

time of the said Eliza Ann McKensie without leaving issue then I do trust for the said Eliza Ann McKensie her heirs Executors and administrators forever, But in case the said Eliza Ann McKensie should die in the life time of the said Isaac H. Chovin leaving no issue whatsoever at the time of her death or leaving such issue the said issue should die in the life time of the said Isaac H. Chovin without leaving issue then I do trust for the said Isaac H. Chovin his heirs Executors and administrators forever.

Provided always that the said Isaac H. Chovin and the said Eliza Ann McKensie shall have full power by the and with the advice consent and approbation of the said Jacob S. Postick and the said Benjamin R. Postick to be signified by their joining with the said Isaac H. Chovin and the said Eliza Ann McKensie to one transfer and convey all or any number of the several negro slaves or other property and to lay out the proceeds in other good Estate (to be described and set forth in a Schedule to be annexed) upon the same trusts as are herein declared of and concerning the premises.

In witness whereof the said parties to these Presents have hereunto set their hands and affixed their Seals the day and year above written Eliza A. McKensie (Sgt) Isaac H. Chovin (Sgt) Jacob S. Postick (Sgt) B. R. Postick (Sgt) Signed Sealed and Delivered in the presence of Jas. John Robert, A. Robert George Rhodes,

Beaufort District, Personally appeared before me Benjamin Robert Esq. who being duly sworn saith that he was present and saw Eliza A. McKensie Isaac H. Chovin Jacob S. Postick and Benjamin R. Postick sign seal and deliver the within Instrument as their act and deed for the uses and purposes therein mentioned and that he together with James John Robert and George Rhodes are the subscribing witnesses thereto, And further he deponent saith that he was the only one of the witnesses that was present and when Jacob S. Postick affixed his name opposite to his own

Done before me this 29th November 1828 John Riley L. W.

B. Robert —

Recorded December 13, 1828

State of South Carolina

This Indenture Tripartite made the tenth day of November in the year of our Lord One thousand Eight Hundred and Twenty Eight, Between Alexander Gibson of the City of Charleston in the State of said Merchant of the first part Anna Maria Harris of the City of Charleston of said Spinter of the second part and B D Sheriot of the same place City of Charleston of said Merchant of the third part Whereas a marriage is agreed upon and intended shortly to be had and consummated between the said Alexander Gibson and the said Anna Maria Harris and upon the treaty of the said Marriage it was agreed by and between the said Alexander Gibson and the said Anna Maria Harris that the Bank Stock choses in action and debts hereinafter particularly mentioned of the said Anna Maria Harris should be conveyed assigned settled and apportioned to the Uses upon the Trusts and for the Intent and Purposes hereinafter limited and declared of and concerning the same. Now this Indenture Witnesseth that in pursuance of the said agreement and for and in Consideration of the said intended Marriage and for conveying settling and apportioning the Bank Stock choses in action and debts hereinafter mentioned or intended so to be to the Uses upon the Trusts and for the Purposes hereinafter limited and declared of and concerning the same and in consideration of the sum of two Dollars to the said Anna Maria Harris in hand paid by the said B D Sheriot at and before the making and delivery of these presents the receipt Whereof is hereby acknowledged. She the said Anna Maria Harris by and with the consent and privity of the said Alexander Gibson (testified by his being a party to and making and delivering these presents) hath granted bargained sold assigned transferred and let over and by these presents doth grant bargain sell assign transfer and let over to the said B D Sheriot his Executors Administrators and Assigns the Bank Stock Choses in action and debts following that is to wit twelve Shares of the Stock of the State Bank & certain Note of William Humboldt for the sum of six thousand one hundred and fifty five Dollars and Eight cents (\$6155 ⁴⁸/₁₀₀) leaving late Charleston the

first day of July one thousand eight hundred and twenty
five payable six Months after date to William Blackmon-
nom deceased a Order and indorsed and guaranteed by
the said William Blackmon. A certain bond of M^r E. W. Allen
to the said Anna Maria Harris dated the sixteenth day of
January in the year of our Lord One thousand eight
hundred and twenty seven for the penal sum of Five
thousand Dollars (\$5000) conditioned for the payment of
the sum of Two thousand five hundred Dollars (\$2500) on or
before the Sixteenth day of January in the year of our Lord One
thousand eight hundred and thirty one, A certain other
bond of J. D. Heriot to the said Anna Maria Harris dated
the twenty fifth day of February in the year of our Lord One
thousand eight hundred and thirty eight for the penal
sum of Two thousand two hundred Dollars (\$2200) condition
for the payment of the sum of One thousand one hundred
Dollars (\$1100) on or before the first day of January in the
year of our Lord One thousand eight hundred and twenty
nine, A certain other Bond of John King Junior Justice of the
Peace to the wife of Bartholomew Clarke to Peter Burt
and G. H. Cochran Justices of said Bartholomew Clarke dated
the third day of April in the year of our Lord One thousand
eight hundred and twenty eight for the penal sum of three
thousand One hundred and twenty nine Dollars fifty cents
(\$3129.50) Conditioned for the payment of the sum of One
thousand five hundred and Sixty four Dollars Seventy five
cents (\$1564.75) on or before the third day of April in the year
of our Lord One thousand eight hundred and twenty nine.
A certain other Bond of Samuel Wragg to the said
Anna Maria Harris dated the twenty second day of
March in the year of our Lord One thousand eight
hundred and twenty five for the penal sum of Two
thousand Dollars (\$2000) Conditioned for the payment
of the sum of One thousand Dollars (\$1000) on or before the
first day of April in the year of our Lord One thousand
eight hundred and twenty six. And three certain other
bonds of Joseph Simmons to Doctor Judah Harris deceased
dated the fifteenth day of February in the year of our
Lord One thousand eight hundred and nineteen for
the penal sum of Three thousand five hundred
Dollars (\$3500) and each conditioned for the payment

of the
Dollars
year 9
twenty
Lord
and
our d
three
due a
and
Banks
said
and is
hereaf
and c
ante
and a
the mes
Christ
intention
and p
to pers
Alexan
of the o
bonds,
the use
to cau
intention
subject
allowan
Harris
perme
and on
Intention
the me
and p
Harris
of the o
them
the b
there

of the sum of One thousand Seven hundred and thirty
Dollars (\$1730) one on or before the day of in the
year of our Lord one thousand eight hundred and
twenty one, one on or before the day of in the year our
Lord One thousand eight hundred and twenty two
and one on or before the day of in the year of
our Lord One thousand eight hundred and twenty
three and all and every sum and sums of money now
due and owing or which shall hereafter become due
and owing as principal dividend and interest on said
Bank Stock note and Bonds, I have and to hold the
said Bank Stock note and bonds and all and every sum
and sums of money now due and owing or which shall
hereafter become due and owing as principal dividend
and interest on said Bank Stock note and Bonds
unto the said R D Heriot his Executors Administrators
and assigns forever, In trust nevertheless and to and
to use Intent and Purpose following that to wit I do
Grant for the said Anna Maria Harris until the said
intended Marriage shall be had and solemnized
and from and after the solemnization thereof I do Grant
to permit the said Anna Maria Harris and the said
Alexander Gibson to take Recieve and enjoy the dividends
of the said Bank stock and the Interest of the said note &
bonds for and during their joint natural lives for
the use and benefit of the said Anna Maria Harris and
the said Alexander Gibson and of the Children of the said
intended Marriage if any there shall be but not to be
subject to the debts contracts or engagements of the said
Alexander Gibson and should the said Anna Maria
Harris survive the said Alexander Gibson, I do Grant to
permit the said Anna Maria Harris to take Recieve
and enjoy the dividends of the said Bank Stock and the
Interest of the said note and bonds for her own use and
the use of the Children of the said intended Marriage
and from and after the decease of the said Anna Maria
Harris then I do Grant for all and every the Child or Children
of the said intended Marriage equally to be divided between
them if more than one the Child or Children of a deceased
Child to take his or her parents Share, and in case
there shall be but one such Child or issue of a deceased

Child, at the decease of the said Anna Maria Harris then
 In Trust for such such Child and his or her Executors
 Administrators and Assigns forever but in default
 of such Child or Children or issue living at the death
 of the said Anna Maria Harris and in the event of the said
 Alexander Gibson surviving the said Anna Maria Harris
 then In Trust that the said B D Heriot shall and
 he pay over to the said Alexander Gibson absolutely within
 Six months from the said time the said Alexander
 Gibson shall demand the same the sum of Five Thousand
 and four hundred and forty Dollars from the
 the said Bank Stock Note and Bonds and as to the
 residue and Remainder of the said Bank Stock note
 and Bonds, In Trust the same shall be equally divided
 between the Children of the said Doctor Joshua Harris
 their Executors administrators and Assigns forever
 agreeably to the provisions and subject to the limitations
 expressed and contained in the will of the said Doctor
 Harris (Recorded in the Ordinary Office for the
 District of Charleston in the State of South Carolina in Book
 E page 919) of and concerning the legacies devises
 and bequests therein made to his Children respectively

In Witness Whereof the parties to these Presents
 have hereunto set their Hands and Seals the day
 and year first above written B D Heriot (Seal)
 Anna Maria Harris (Seal) Alexander Gibson (Seal)
 Signed Sealed and delivered in the presence of
 William Clarkson George W Egleston

Personally appeared before me George W Egleston
 and Made oath that he saw the within named B D
 Heriot Anna Maria Harris and Alexander Gibson
 personally Sign Seal and in their last and Deed submit
 this Instrument of Writing to and for use and purposes
 therein mentioned and that he together with William
 Clarkson subscribed their names as Witnesses to the
 execution thereof — Taken to before me this 22nd
 day of December 1828 The Honorable Jones & P
 Recorded Dec 22 1828

State of South Carolina

80

This Indenture together made the
18 day of December in the year of our Lord one thousand
Eight hundred and twenty eight between Samuel
Wilson of the District of Darlington in the State of said
planter of the one part Francis Smith of Town Creek
in the State of said Widow of the second part and
W^m J Lee Justice of the third part, Whereas a marriage
is shortly intended to be had and solemnized between
the said Samuel Wilson and the said Francis Smith
and the said Francis Smith is possessed in her own
right of the real and personal property described
in a Schedule herunto annexed (marked A) and
in consideration of the said intended marriage the
said Francis Smith by and with the advice and consent
of her said intended Husband signifies by
his being a party hereto has determined to convey and
secure the said property real and personal and the
said W^m J Lee Justice specially chosen & appointed
to and for the use and purposes herein after set forth
And Whereas the said Samuel Wilson in considera-
tion of the said Marriage intended to be had and
Solemnized hath agreed to convey to the said W^m J Lee
Justice or his assigns a plantation or tract of land situate
lying and being in Darlington District One mile
from the Village of Darlington together with the Horses
Cattle and Plantation or tract of Land situate lying
and being a uterails (all which plantation Horses Cattle
and uterails are more particularly described in a Schedule
herunto annexed marked B) subject to the use and
purposes herein after mentioned concerning to come
Now therefore this Indenture Witnesseth that by
and with the advice and consent of the said Samuel Wilson
and for and in Consideration of the said intended Marriage
and further in Consideration of One Dollar to the said Francis
Smith in hand paid by the said W^m J Lee at and before
the sealing and delivery of these presents the receipt whereof
is hereby acknowledged by the said Francis Smith the
said Francis Smith hath granted bargained sold released
confirmed assigned and set over and by these presents doth
grant bargain sell release confirm assign and set over
and

and Deben was to said W^m Lee Trustee as aforesaid
 all the property real and personal in the said Schedule
 hereunto annexed marked A with the future Issue and
 increase of the female Share I share and to hold the said
 property in the said Schedule marked A unto the said W^m
 Lee Trustee as aforesaid his heirs Executors & adminis-
 trators, In trust nevertheless to and for the uses intents
 and purposes herein after expressed and declared of
 and concerning the same, that is to say In trust to and
 for the use and behoof of her the said Frances Smith until
 the solemnization of the said intended Marriage and
 in case of the death of the said Frances Smith before such
 solemnization shall take place without disposition being
 made thereof by deed or writing in nature of her last
 Will and testament then to her heirs Executors & admini-
 strators present and future and after the solemnization
 of the said Marriage then in trust that he the said -
 W^m Lee Trustee as aforesaid his heirs Executors and
 administrators shall and do from time to time and
 during the joint lives of the said Samuel Wilson and
 the said Frances Smith pay and dispose of the clear
 yearly interests rents profits income and produce
 of the said property as the same shall from time to
 time arise and be received unto such person or persons
 and to and for such uses and purposes and in such
 parts and proportions as the the said Frances Smith
 shall from time to time notwithstanding her coverture by any
 deed or writing under her hand direct and appoint to the
 intent that the same may not be subject or liable to the control
 debt or engagements of the said Samuel Wilson her intended
 Husband but only at her own sole and separate use and
 disposal upon receipts alone without the said Samuel
 Wilson her intended Husband shall from time to time -
 notwithstanding her coverture be sufficient discharge
 to the person or persons who shall pay the same or for as much
 thereof as such Receipt shall be given for upon this further
 trust and confidence that he the said W^m Lee Trustee as
 aforesaid his heirs Executors and administrators shall and
 do grant bargain sell and release confirm assign and
 let over and deliver all and every part and parcel
 of property in the Schedule marked A unto such person
 and

and persons and to and for such use purposes Estates and Interests
and in such parts and proportion manner and form with a without
power of revocation as the said Francis Smith shall from time to time
notwithstanding her coverture and whether she be then a married or
any deed a writing under her hand and seal legally attested —
(according to the nature of the said deed a writing to take effect —
during her life or in nature of and purporting to be her last will
and testament direct limit give or appoint to some or any
part thereof and for default of such direction limitation give
a appointment then in trust and to be and remain to and for
her own sole and separate use and behoof and to her heirs and
Assigns forever — And this Indenture further Witnesseth
that the said Samuel Wilson for and in Consideration of the
said intended marriage and in Consideration of the sum of
one Dollar to him in hand paid by the said Wm. Lee Santee
as aforesaid at and before the making and delivery of these
presente the Receipt Whereof is hereby acknowledged by the
said Samuel Wilson to the said Samuel Wilson hath granted
bargained sold Released Confirmed Assigned and Given
and by these presente doth grant bargain sold Release confirm
Assign and Given and deliver unto the said Wm. Lee Santee
as aforesaid all the property Real and personal Situate lying and
being in Darlington District one mile from the Village of
Darlington (more particularly described in the aforesaid Schedule
(marked B) with the rights members hereditaments appurten-
ances to the said Real and personal Estate belonging in a
any wise incident or appertaining and also to future issue
and increase of the personal Estate To have and to hold all and
singular the said property in the said Schedule marked B unto
the said Wm. Lee Santee as aforesaid his heirs Executors & adminis-
trators, and after the trust nevertheless that the said Wm. Lee
Santee as aforesaid his Executors heirs and administrators
do allow the said Francis Smith to live on and enjoy the said
property during her coverture and upon the further trust and
confidence that the said Wm. Lee Santee as aforesaid his
heirs Executors and administrators shall and will allow two
daughters minor Children of the said Samuel Wilson by a
former marriage known by the respective names of Martha
Lemona Wilson and Lydia Lison Wilson to live and keep
a home upon a plantation in the said Schedule marked
B during such time as they respectively shall remain
single

single and unmaried and then in trust for the said John Wilson his heirs Executors administrators and Assigns forever.

On Witness Whereof the parties to these presents have hereunto set their hands and seals on the day and year first above written.

Schedule A, containing Mrs Smiths property Negro Slaves known by the following names - with the future issue and increase of the female Slaves, Jenny Tom Winter Lisset Maria Betty Sam Linder Peter William Hager Margaret Hester George Betty Peggy Union Nancy Harriet Targeant Linda & winter, all the house hold and Kitchen furniture on the plantation called New State in James Town Creek. Five Hundred Pounds sterling to be paid Mrs Smith in annual payments of One hundred Pounds by the Estate of Thomas Smith Esq. dec'd of James Creek 25 Head of Cattle 2 Horses Mules Carriage & Sigs -

The following plantation situate in House and Lot on Charlotte Neck Bounded on the North by land of Brooks lands on the South by land of Amos Street on the East by land of Lot Henshick and on the West by land of Mrs. etc that Lot of Land in Smiths Ville with the Houses thereon containing 10 acres bounded on the North by lands of Lot Stewart on the South by lands of Lot Smith on East by land of Lot Smith and on the West by land of Lot Stewart.

Schedule B containing Mr Wilsons property.

All that plantation in Darlington District one mile from the Village of Darlington containing Five Hundred and thirty acres situate and bounding to the North on lands of Joshua McDanders to the West South on land of Elias D. Lam to the East on lands of Lot of George Bruce and to the West on Lands of Vanders and Baret together with all the plantation situate Horse Cattle Mules &c. Land Wilson Esq. Frances Smith Esq. W. H. Lee Esq. sealed and delivered in the presence of Caroline Newfille Jane E. Gray Emma L. Gray - South Carolina Charleston Dist.

Personally appeared before me Miss Caroline Newfille who being duly sworn deponent and sworn that she was present and saw the within Parties Samuel Wilson Frances Smith and W. H. Lee sign read and execute the within Indenture for the use and purposes therein mentioned and that she together with Miss Jane E. & Emma L. Gray subscribed their names as witnesses thereto sworn to before me this 1st day 1829 Jas. M. Gray, Caroline Newfille
Recorded January 2 1829 W. H. Lee

Charleston District St James Low Creek Parish

Articles of Agreement or of marriage Between
George A Poland Blacksmith of the Parish of said of the
one part and Sarah Rudd Widow of the second part and
Parish of said wherein the said Sarah Rudd is bound to her
and her heirs in fee simple of and in certain land inclosure
tenements goods chattels or house hold furniture with their
appurtenances situated in the District of Charleston S.C.

And whereas a marriage is shortly intended to be had and
consummated between the said G A Poland and Sarah Sarah
Rudd widow, I do hereby therefore hereby renounce all
my right title or claim to all or any part or parcel of the
above mentioned property or Estate both now and forever
after And do by these presents authorize the said Sarah Rudd
my intended Wife to claim buy sell receive and deliver
any or all the said property or Estate and to have all power
to manage and control the same as she may think proper -
Given from under my hand and seal this 3 day of December
1828 Signed sealed and delivered in presence of

Sam^l H Nettles & Bradwell
South Carolina

George A Poland
Sarah ^{his} + Rudd
mark

Isaac Bradwell personally appeared before
me and made oath that he saw George A Poland and
Sarah Rudd sign & seal the within Instrument of
writing for the uses and purposes therein mentioned and that
he with Samuel H Nettles in the presence of each other -
witnessed the due execution thereof, shown to before me this
18 day of December 1828 William Keith, (Bradwell)

Recorded Jan 2 1829

This Indenture made the fourth day of October between James
Byrd of the State of South Carolina Charleston District of
the first part and Sarah Carr of the State and District
of said of the second part, Whereas a marriage is intended
to be shortly had and consummated by and between the said -
James Byrd and Sarah Carr and whereas the said Sarah
Carr is possessed of a personal Estate consisting of seven -
Negroes Maria Jerry Phillis Phary March Sinder & Charles
one gray horse about fourteen hands high twelve head of cattle
household and kitchen furniture and the said Sarah Carr
is also possessed of a tract of land containing four hundred
and forty four Ares bounded on Conrad Pickens and
Jr

D. John Wilson Land and tenants in the same parish Sam
 Black and it hath been agreed that the said Sarah Ann
 shall after their said intended marriage had have the
 sole disposal of the said real and personal estate and profits
 arising therefrom notwithstanding her coverture and whereas
 it hath also been agreed that in case the said Sarah Ann
 shall after the said intended marriage had, happen to
 survive the said James Byrd she shall not have or claim
 any part of the real or personal estate wherof the said -
 James Byrd shall be seized or possessed or entitled to
 at any time during her coverture by virtue of her right
 of dower or otherwise, In testimony Whereof we have
 hereunto set our hands and seals this eighth day of
 October in the year of our Lord one thousand eight -
 hundred and twenty eight James Byrd *(Sd)*
 attested by Mr Blackman Sarah ^{the said} Ann *(Sd)*
 Elizabeth Cheney - Personally appeared Mr James
 Blackman who being duly sworn on the holy Evangelist
 of Almighty God swith that he was present and saw
 Mr James Byrd and Mr Sarah Ann sign and seal the
 within Instrument of Writing and that he and Mr Elizabeth
 Cheney subscribed their names as Witnesses
 shown to before us this third day of January in the year
 of our Lord one thousand eight hundred and twenty nine
 Lemuel Mims D. U. Thos Blackman
 Recorded Jan 2 1829

State of North Carolina Beaufort District
 An Indenture made this day of December in the
 year of our Lord One thousand Eight Hundred and
 Twenty Eight by and between William Fuller of the first
 part Margaret L. Guenard of the second part and D. Thos
 Fuller of the third part Whereas a Marriage is shortly intended
 to be solemnized between the said William Fuller and Margaret
 L. Guenard, and Whereas the said Margaret L. Guenard -
 is entitled as a Legatee & Devisee under the Will of her father
 to certain personal property and Real Estate and Whereas
 it is the desire and intention of the parties so contracting marriage
 that the said property & estate so bequeathed and devised
 should be secured in the manner hereinafter mentioned

Not-

Now This Indenture Witnesseth that the said Margaret L
Guernard in consideration of the said intended marriage and of
the premises and of one Dollar to her paid by the said William
Fulker the Receipt Whereof she doth hereby acknowledge and
for divers other good and valuable considerations her to come
moving and by and with the consent and approbation of the said
William Fulker testified by his signing and sealing these
presents hath bargained sold conveyed and transferred &
by these presents doth bargain sell Convey and transfer
unto the said D^r Thomas Fulker all and singular the property
and estate to which she is entitled by the will of her father
that is to say the tract of land situate on Broad River Port
Royal Island being formerly a part of the lands of Richard
Guernard all that tract of land situate in the neighbourhood
of Beaupre bounded by lands of Thomas Fulker About
Alcums and the estate of Ulbergotte containing about three
Hundred Acres more or less, also the Lots in the Town of Beau-
pre marked in a Plat of the same Town as numbers 51. 52. 101
112. 55. 56. also all and every the share which she received
as a legatee under the Will of her father with the increase of
the same (which are set forth in a Schedule hereunto annexed)
also the stock and furniture of which she is possessed consist-
ing of Cattle Linn household furniture Carriage & horses &c
also the crops now gathered or standing on the plantation of
the Margaret L Guernard also the unexpired term of the lease
of the house now by her occupied, also all other goods and
 Chattels Lands & leasehold estates of her the said Margaret L
With all and singular the rights members and appurtenances
to the above premises incident Together with all right title or
interest which she now has or may hereafter possess by virtue of
the limitations devices and remainders and reversions in the Will
of her father contained and expressed, I have and I hold all
and singular the premises unto the said D^r Thomas Fulker his heirs
Executors and administrators forever, But notwithstanding upon the death
and for the purposes hereinafter mentioned viz, to hold the same
and to receive and pay over the profits thereof to the said William
Fulker and Margaret L Guernard during their joint lives upon
the death of either the said William or Margaret leaving issue
of this marriage then to hold the premises and receive and dispose
of the profits thereof for the support of the survivor and the mainten-
ance and education of such issue upon the decease of such
Survivor

remain should be to come and to come divide & distribute equally among such issue as shall then be living in which distribution regard shall be had to the right of Representation Children standing in the room of their Parents and taking, per stirpes and not per capita, But in case there should be no issue of the intended marriage or if such issue should die before the survival of the said William or Margaret then he came to hold and the profits thereof to receive and pay over to the sole use and benefit of such survivor during his or her natural life free from all control liability or responsibility which might be created or imposed by the second or other marriage of such survivor - And upon the death of such survivor then this trust to determine and the premises with the improvements increase & accumulation thereof to be delivered and surrendered up to such persons and to such purposes as the said William Fuller shall at any time appoint or declare by Deed or Will or in the absence thereof to the legal heirs of the said William Fuller.

In Witness Whereof we have hereunto annexed our Hands and Seals the day and year above written
Margaret Sumard (Em) Wm Fuller (Em) In Presence of
as this 3^d day of December 1828 at W. Moultrie Alex^r Moultrie

List of Miss Margaret L. Sumard's Negroes -
Sim, Bushilia, Henry, Thomas, Pompey, Phillip, Harry, Hannah, Lemmy, Isaac, Daniel, March, Kate, Peggy, Lydia, Quamina, Sack, Caesar, Peggy, Lizzy, Smart, Ruth, Bella, Lancy, Kelly, Dixie, Lizzy, Cuffee, Sim, James, Cecilia, Peter, Haratimes, Peter, Laminee, Lizzy, Minna, Blythe, Sue, Solomon, Sapsko, Cuffee, Sack, Mary, Flora, Morris, Hester, Will, Daphne, Gibby, Eve, Betsey, Alice, Tom, Billy, Sam, Saaba, Joseph, Abraham, Sarah, Ellen, Masey, Attator, Ashmael, Juliana, Rose, Phoebe, Betsey, Lydia, Anastasia, April, Reaty, Judy, March, Nanny - Cudjoe, Sue, Nanny, Elvira, Scipio, Lizzy, Beauty, Enock, William, Toby, Maria, Rachel, Joshua, Sophia, Judy - Leilins, Venus, Luma, Phillis, Sack, Sack, Sim, Nelly, Shoraw, Nore, Pleasant, Alfred, April, Priuer, Tyra, Dick, Cuffee, Noah, Sam, Walter, Hannah, Phillis, William, Melton, Amette, Paulina, Kinah, Hannah, Betty, Louisa, Diana, Luma, Cudjoe, Lister, Signed Sealed in our presence with fore and in order the Settlement this 3^d Dec^r 1828. Margaret Sumard (S) Wm Fuller (S) Thos Fuller (S) M. W. Moultrie, Alex^r Moultrie

South Carolina Beaufort District, *Procurator* appeared
before me Alexander Mountain who being duly sworn deposes
that he was present and did see the within named Margaret
Elizabeth William Fuller and Thomas Fuller sign seal
and as their act and deed deliver the within written deed to
and for the purposes therein contained and that Mr. Mountain
and himself were subscribing witnesses thereto. *Wm. Mountain*
Sworn to before me this 17 Decr 1828 To be taken R. M. G. & Co
Recorded & January 11. 1829

State of Georgia This Indenture Made this
fourth day of September in the year of our Lord One
thousand Eight Hundred & Twenty three Between
John David Mongin Planter of the first part Ann
Harrison of the second part and James Mongin Smith
of the third part Whereas a Marriage is intended -
partly to be had and solemnized between the said John
David Mongin and the said Ann Harrison prior to
which said intended Marriage the said John David
Mongin is desirous of securing unto the said Ann Harrison
a complete livelihood in case the said Marriage should
take effect and the said Ann Harrison desires the said
John David Mongin in lieu and full satisfaction of the
whole Dower or thirds which the said Ann Harrison
might hereafter become entitled to in or out of the Estate
of the said John David Mongin And Whereas the said
Ann Harrison has agreed to accept and receive the
Estate Real and personal herein after mentioned and -
conveyed in lieu and full satisfaction of all or any claim
or claims right or rights of Dower or thirds which she
might here in to or out of the Estate of the said John David
Mongin Should the said intended Marriage take
effect and the said Ann Harrison survive the said
John David Mongin Now this Indenture Witnesseth
that the said John David Mongin in Consideration
of the said intended Marriage and of the sum of Ten
Dollars to him in hand paid the Receipt Whereof
is hereby acknowledged, hath granted bargained
sold aliened Remised Released conveyed & confirmed
and by these presents Doth grant bargain sell convey
and confirm unto the said James Mongin Smith

his Executors administrators and Assigns All that Lot of Land Situate lying and being in the City of Savannah in the State of Georgia known as Lot (No 5) in Second Pything Anson Ward and being on the corner of Broughton and Lincoln Streets Also the Eastern half part of all that Lot of Land adjoining the above to the westward known as lot Number (4) Town in the said Pything and Ward which said half Lot is inclosed with the said Lot Number (5) Line Also all those Negro Slaves to wit Dennis Yellow Nancy House Wench Phoebe Peyton Charlotte Mother to Roy Harry and a Mulatto Girl Mary called Mary Kinn also all and singular the Household furniture goods and chattels which are enumerated in the Schedule hereunto annexed —

Together with all and singular the Houses out — Houses building improvements hereditaments rights Members and appertinances to the said Lot and half Lot of Land belonging or in any wise appertaining and the future issue and increase of the of said female Slaves To Have and To hold the said Lots of parcels of Land the said Negro Slaves Furniture goods — and chattels and every part and parcel thereof unto the said John David Mongin with his Executors administrators and Assigns forever, In Trust to suffer and permit the said John David Mongin to use occupy possess — and enjoy the same with the Profits thereof without impeachment of Waste for and during the term of his natural life and from and immediately after the death of the said John David Mongin then in Trust to and for the sole use and behoof of the said Ann Harrison (Should the said Ann Harrison survive the said John David Mongin) for and during the term of her natural life in full and full satisfaction of the whole Deed or thirds Which the said Ann Harrison in can the Survivors the said John David Mongin would or Might be entitled to in a part of the Estate of the said John David Mongin and from and after the death of the said Ann Harrison then in trust to and for the children of David John Mongin of South Carolina their heirs and Assigns forever, And as a further satisfaction for the Deed of the said Ann Harrison the

said John David Mongin doth for himself his heirs —
Executors and administrators by these presents covenant
grant promise and agree to and with the said James
McSmith his Executors administrators and assigns that he
said Ann Harrison shall in case she survives the said John
David Mongin receive yearly and every year commencing
immediately after the death of the said John David —
Mongin during the term of her natural life from the Estate
of the said John David Mongin the sum of One Thousand
Dollars annually unto the said Ann Harrison during
the term of her natural life in manner aforesaid he the
said John David Mongin doth by these presents
charge and pledge his Real Estate situate in the City
of Savannah aforesaid, And the said Ann Harrison in
Consideration of the said Settlement & promise made
by the said John D Mongin doth by these presents —
Relinquish all claim which she might hereafter have
to Power or thirds in or out of the Estate of the said John
David Mongin and doth acknowledge that the said
Settlement and promise to be in lieu and satisfaction
of the whole of such Power or thirds, And it agreed &
covenanted by and between the parties that it at any time
hereafter it shall be the will of the said John David Mongin
and Ann Harrison to sell any of the Property Real or personal
hereby conveyed it shall be lawful to and for the said James
Mongin Smith to grant bargain and sell the same to the
said James Mongin Smith investing preserving and —
disposing of the proceeds of any such sale in other good
property to be selected and approved by the said Ann Harrison
upon the same trusts and conditions as are above set forth —

In Witness Whereof the said parties have hereunto
set their hands and seals the day and year above written
John D Mongin *(Seal)* Ann Harrison *(Seal)* James Smith *(Seal)*
Sealed and Delivered in the presence of Dan^l W. Mongin
R. H. Pettigrew — Schedule referred to within —
3 Seater Beds 3 Mattresses 3 Mahogany Bedsteads 2 Dressing
tables with glass 3 Wash Stands with Basin & Pitchers —
1 Wardrobe 2 Trunks 1 Sea Chest and card Tables 1 Horse —
mahogany chairs 1 sideboard & furniture Glass & China belonging
2 door Windsor chairs Kitchen furniture All being in the
dwelling House on the Lot within conveyed & One
Horse and Sigs John D Mongin witness R. H. Pettigrew

Seignin Chatham County Personally appeared Robert B. Pettigrew Esq. who being duly sworn deposes that he was present and did see the within deed executed and did at the same time subscribe the same with Daniel W. Mungen Esq. as Witness, R. B. Pettigrew sworn to before me this 13 Dec. 1823 J. H. Miller, Clerk.
 recorded 1829

The State of South Carolina

This Indenture made the eighth day of January in the Year of our Lord one thousand eight hundred and twenty nine, Between Elvira Bunge of District of Williamsburg in the State aforesaid, of the first part, William Waties of the District of Sumpter in the State aforesaid of the second part, and John Gordon of the City of Charleston in the State aforesaid of the third part; Whereas a Marriage, by Gods permission, is shortly intended to be had and solemnized, between the said Elvira Bunge and the said William Waties; and Whereas the said Elvira Bunge is interested in, and entitled unto a Certain undivided part or portion of the several Estates real and personal of James Bunge, deceased, of Margaret Bunge deceased, and of John D Bunge deceased, as one of the Heirs at Law of the said Estates, which said several Estates not being as yet settled and divided prevent a Schedule of the parts or portions thereof to which the said Elvira Bunge may be entitled to be annexed to these presents, And Whereas upon the treaty of the said intended Marriage it was agreed that all the right, title interest and estate of the said Elvira Bunge in, to and out of the said several Estates real and personal, of the said James Bunge, Margaret Bunge, and John D Bunge should be conveyed, transferred and assigned to and vested in, the said John Gordon 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, Now this Indenture Witnesseth that in pursuance and in performance of the said recited agreement, and in consideration of the said intended Marriage, And also for and in consideration of the sum of Ten Dollars to each of them the said Elvira Bunge, and William Waties in hand paid, by the said John Gordon at and before the sealing and delivering of these presents, the said

whereof is hereby acknowledged, the said Eliza Pungel, with the
privy and consent of the said William Waties, her intended hus-
-band, testified by and being a party to and sealing and defining
of these presents, hath by and to, released, conveyed,
assigned, transferred and set over, and by these presents hath by
-and to, released, conveyed, assigned, transferred, and set over unto
the said John Gordon his Heirs Executors Administrators and
assigns, full and singular the Estate, right, title, Interest,
Property, claim or demand whatsoever which she the said
Eliza Pungel is now seized possessed of, or entitled unto, in
to, or out of the several Estates, both real and personal of
the said Eliza Pungel, Margaret Pungel, and John
Pungel, together with all and singular the rights, Members
Accoutrements and appurtenances to the said premises, belonging
or in any wise incident or appertaining to have unto to hold, all and
singular the premises heretofore mentioned and intended to be
hereby granted, transferred and released, unto the said John
Gordon his Heirs Executors Administrators and assigns, in
trust nevertheless to, for and upon the several uses, trusts,
intents and purposes and subject to the several provisions,
powers limitations and agreements hereinafter mentioned,
limitless, 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 William Waties and Eliza Pungel during their joint lives,
without impeachment of Wack as to the real estate, but not
to be subject in any manner or way whatsoever to the debts
Contracts or engagements of the said William Waties, and from
and after the death of the said William Waties, should he die
before the said Eliza Pungel, leaving any child or children
grand child or grand children issue of the said intended mar-
-riage, then in trust to and for the use and benefit of the
said Eliza Pungel during her natural life, and from
and after the death of the said Eliza Pungel, then
in trust, to and for the use benefit and behoof of the child
or children, grand child or grand children issue of the body
of the said Eliza Pungel, in her or their Heirs, Executors,
Administrators and assigns in or to be equally divided
between them share and share alike, such grand child or grand
children representing their respective parents, and taking
between them only their parents share - But in case the
said William Waties should die before the said Eliza

Burgess leaving no child or children, grand child or grand children, none of the said intended marriage living at his death, then in trust to and for the sole, separate and pecuniary use, benefit, and behoof of the said Eloisa Burgess, her heirs Executors, administrators and assigns for ever, free and discharged from any further trust. But in case the said Eloisa Burgess should die before the said William Waties then, from and after the death of the said Eloisa Burgess in trust to and for such person or persons in such parts, shares and proportions and upon such conditions manner and form as she the ^{said} Eloisa Burgess, notwithstanding her intended coverture by her last Will and Testament in Writing duly executed in the presence of two or more witnesses shall give direct, limit, or appoint the same, which said last will and testament, she the said Eloisa Burgess is hereby, and by the said William Waties her intended husband, enabled and empowered to make. Provides always nevertheless, that in case it should hereafter appear to the said William Waties and Eloisa Burgess, during their joint lives, and the said John Gordon, or after the death of the said William Waties to the said Eloisa Burgess and the said John Gordon, that the whole or any part of the premises hereinbefore mentioned, and intended to be hereby granted, transferred, and released, should be sold and disposed of, and the proceeds thereof invested in the purchase of any other property, real or personal, or both, then, and in such case, it shall and may be lawful to and for the said William Waties and Eloisa Burgess or the said Eloisa Burgess after the death of the said William Waties, by their or her deed properly executed in the presence of two or more witnesses, to revoke and make void all and every use and uses heretofore limited of and concerning the premises hereinbefore mentioned, and intended to be hereby granted transferred and released, or any part or parcel thereof, and to limit and declare any new use or uses of and concerning the same. So as upon and at the time of making such revocation and limiting any new use or uses of or concerning the said premises, or as soon thereafter as can be conveniently done, the money or proceeds arising from the sale or disposal of the said premises be vested by the said parties in the purchase of any other property, real or personal or both and the same

to be
said
the sa
for in
in ten
as the
the sa
to the
think
or any
of the
-ly or
and b
Waties
the oth
- off to
grant
Execu
- iam
day on
said E
said J
either
of Lan
and in
the said
unto th
and a
- pokes
for an
- ever
commi
and m
his int
and a
in Me
appor
- ides
convey
person
uses,

to be well and sufficiently conveyed and transferred unto the
said John Gordon, his Heirs executors administrators and assigns
the said William Waties signing the deeds conveying and trans-
ferring the same, and thereby testifying his assent thereto,
in trust nevertheless to and for the same uses and purposes
as those already expressed, provided also nevertheless that
the same power, subject to the same condition is hereby given
to the same parties from time to time, as often as they might
think it advantageous to revoke the use and uses of the whole
or any part of any property acquired by the sale or disposal
of the aforesaid premises, or any part thereof, either immediate-
ly or remotely and to appoint any new use or uses thereof.
And this Indenture further witnesseth, that the said William
Waties in consideration of the said intended marriage and for
the other considerations above mentioned doth hereby for him-
self his Heirs, Executors and administrators ^{or assigns} warrant promise
grant and agree to and with the said John Gordon his Heirs
Executors administrators and assigns that he the said Wil-
liam Waties shall and will within three months ^{next} ensuing the
day on which the share or shares proportion or proportions of the
said Eloisa Bungee in, to or out of the several Estates of the
said James Bungee Margaret Bungee and John D Bungee or
either of them, shall be allotted and ascertained in due form
of Law well and sufficiently convey, transfer and assign all
and singular the share or shares, proportion or proportions of
the said Eloisa Bungee in to or out of the aforesaid several Estates
unto the said John Gordon his Heirs Executors administrators
and assigns, in trust nevertheless for the uses and pur-
poses hereinbefore expressed and declared; And also that
for and notwithstanding any Act Matter or thing whatso-
ever by him the said William Waties to be had made,
committed, executed, suffered or assented unto, it shall
and may be lawful to and for the said Eloisa Bungee
his intended Wife, at any time or times during her coverture
and at all times to make such last Will and Testament
in manner as aforesaid and thereby give, direct, limit,
appoint, and dispose of all and singular the prop-
erty hereinbefore mentioned and intended to be hereby
conveyed and transferred, or any part thereof to such
person and persons, and to and for such use and
uses, trusts, intents and purposes and in such

manner and form as she, the said Eloisa Bungo, not-
withstanding her intended coverture, ~~testament, or hinder~~
~~such disposition of her the said Eloisa Bungo, has~~
shall at any time think fit, and that he, the said William
Waties his Heirs, Executors, and administrators, and all
and every other person, and persons whomsoever claiming
by, from, or under him or them, shall not question, con-
tend, obstruct, or hinder such disposition of her
the said Eloisa Bungo, his intended Wife, of and in
the said premises, so to be by her given, and disposed
of as a or said, And further, that all, and all manner
of such dispositions to be by her the said Eloisa Bungo
made and done of the said premises and every
part thereof shall be at all times as good and effe-
cual in the Law, as if the said William Waties had
himself joined in the same with the said Eloisa
Bungo, or with the said John Gordon, or if she
was a feme sole; And lastly, that he the said Wm.
Waties his Heirs, Executors, and administrators, shall
and will from time to time, and at all times hereaf-
ter join and concur to and with the said Eloisa Bun-
go, his intended Wife, in all such Acts, deeds,
assignments, and assurances, in the Law whatsoever
as by the council of the said Eloisa Bungo shall
be advised or deemed necessary for effectually
assigning selling and assuring all and singular
the Estate, right, title, Interest, property, claims,
or demands, of the said Eloisa Bungo in, to or out
of the several Estates of James Bungo, Margaret
Bungo and John D Bungo, with the said John
Gordon, his Heirs, Executors, administrators, and
assigns, in trust Nevertheless, to and for the uses
and purposes hereinbefore mentioned and declared
of and concerning the same - In Witness Whereof
the parties to these presents, have hereunto set
their hands and seals the day and Year first
above written - Eloisa Bungo (Seal) Wm Waties (Seal)
John Gordon (Seal) - signed sealed and delivered
in the presence of the word "John" being first written
on an erasie on the seventh, Eleventh and twentieth
fourth lines of the first sheet; Wm Lindsay Bungo
James A Bungo (Seal) Signed Thor P Davis

State of South Carolina Charleston District, Foreman
appeared before me Mr Sidney Burgeff, and made
oath that he saw Eliza Burgeff, Mr. Waters and John
Gordon sign read and deliver this Instrument of writing
and that he met Tho. P. Davis and James A. Burgeff
Witnessed the same. I sworn to before me this 29. day
of January 1829 Signed, John Ward C. P.
Recorded 29 January 1829

South Carolina
Colleton District

This Indenture made and executed
at Walterborough in the District of Colleton on the eighth day of
January in the year of our Lord one thousand eight hundred
and twenty nine. Witnesseth that whereas by Gods providence
a marriage is intended to be had and solemnized between Eliza
Mc Fishburne of Walterborough and T. Cornelius K. Ayer
of Barnwell District. And whereas the said Eliza Mc is
seised and possessed in her own right of a certain House and
Lot in the Village of Walterborough lately occupied by the
said Eliza Mc formerly from Ezra L. Miller, And also to
an undivided third part of the Estate of her late husband, Tho.
S. Fishburne, and also to one half of an undivided third part
of the same Estate that was common to Anna Mary Fishburne
deceased, daughter of the said Eliza Mc, And whereas also
it is reasonable and proper that the said property should
be so settled as to provide for such issue as may come from
said marriage and for the contingencies hereinafter set forth.
Now Therefore Know all men by these presents, That
I the said Eliza Mc Fishburne for and in consideration of the
premises and in the further consideration of one dollar to
me in hand paid at and before the sealing and delivering
of these presents, the receipt whereof I do hereby acknow-
ledge, and by and with the advice and consent of
my said intended husband, signified by his being a party
to this deed, have granted bargained and sold, and by
these presents, do grant, bargain, sell and convey, unto the
Lewis Mc Ayer of Barnwell District all and singular
the aforesaid House and Lot in the Village of Walterborough
with all the appurtenances thereunto belonging, together
with aforesaid undivided share of the estate of my late

manner and form as she, the said Eloisa Bunge, not-
withstanding her intended coverture, ~~obstruct, or hinder~~
~~such disposition of her the said Eloisa Bunge, but~~
shall at any time think fit, and that he, the said William
Waties his Heirs, Executors, and administrators, and all
and every other person, and persons whomsoever claiming
by, from, or under him or them, shall not question, con-
trovers, obstruct, or hinder such disposition of her
the said Eloisa Bunge, his intended Wife, of and in
the said premises, so to be by her given, and disposed
of as a maid, And further, that all, and all manner
of such dispositions to be by her the said Eloisa Bunge
made and done of the said premises and every
part thereof shall be at all times as good and effe-
ctual in the Law, as if the said William Waties had
himself joined in the same with the said Eloisa
Bunge, or with the said John Gordon, or if she
was a feme sole; And lastly, that he the said Wm.
Waties his Heirs, Executors, and administrators, shall
and will from time to time, and at all times hereaf-
ter join and concur to and with the said Eloisa Bun-
ge, his intended Wife, in all such Acts, deeds,
assignments, and assurances, in the Law whatsoever
as by the council of the said Eloisa Bunge shall
be advised or deemed necessary for effectually
assigning selling and assuring all and singular
the Estate, right, title, Interest, property, claims,
or demands, of the said Eloisa Bunge in, to or out
of the several Estates of James Bunge, Margaret
Bunge and John D Bunge, with the said John
Gordon, his Heirs, Executors, administrators, and
assigns, in trust Nevertheless, to and for the uses
and purposes hereinbefore mentioned and declared
of and concerning the same - In Witness Whereof
the parties to these presents, have hereunto set
their hands and seals the day and Year first
above written - Eloisa Bunge (Seal) Wm Waties (Seal)
John Gordon (Seal) - signed sealed and delivered
in the presence of the word "John" being first written
on an erasie on the seventh, Eleventh and twentieth
fourth lines of the first sheet; Wm Lindsay (Seal)
James A Bunge (Seal) Signed Thor P Davis

State of South Carolina Charleston District. Personally
appeared before me Mr Sidney Bungo, and made
oath that he saw Eloisa Bungo Mr. Water and John
Gordon sign seal and deliver this Instrument of writing
and that he with Tho. P. Davis and James A Bungo
witnessed the same. Sworn to before me this 29th day
of January 1829 (Signed) John Ward N.P.
Recorded 29 January 1829

South Carolina
Colleton District

This Indenture made and executed
at Walterborough in the District of Colleton on the eighth day of
January in the year of our Lord one thousand eight hundred
and twenty nine, Witnesseth that Whereas by Gods permission
a marriage is intended to be had and solemnized between Eliza
M Fishburne of Walterborough and Dr Cornelius K Ayer
of Barnwell District; And Whereas the said Eliza M. is
seised and possessed in her own right of a certain House and
lot in the Village of Walterborough lately occupied by the
said Eliza M purchased from Ezra L Miller, And also to
an undivided third part of the Estate of her late husband, Tho
J Fishburne, and also to one half of an undivided third part
of the same Estate that was coming to Ann Mary Fishburne
deceased, daughter of the said Eliza M, And Whereas also
it is reasonable and proper that the said property should
be so settled as to provide for such issue as may come from
said Marriage and for the contingencies hereinafter set forth.
Now Therefore Know all men by these presents, That
I the said Eliza M Fishburne for and in consideration of the
premises and in the further consideration of one dollar to
me in hand paid at and before the sealing and delivering
of these presents, the receipt whereof I do hereby acknow-
ledge, and by and with the advice and consent of
my said intended husband, signified by his being a party
to this deed, have granted bargained and sold, and by
these presents, do grant, bargain, sell and convey, unto the
Lewis M Ayer of Barnwell District all and singular
the aforesaid House and Lot in the Village of Walterborough
with all the appurtenances thereunto belonging, together
with aforesaid undivided share of the estate of my late

husband Thomas J. Fichturne and the one half of the
 undivided one third of the same estate that was coming to
 my late daughter Ann Mary Fichturne deceased to which
 I am entitled - To have and to hold, to him the said Lewis M.
 Ayer, his Heirs, Executors and administrators, In trust, to per-
 mit me, the said Eliza M. Fichturn to have, use, possess and
 enjoy the same until said Marriage is solemnized, and
 from and immediately after solemnization of said Mar-
 riage, In trust, to permit me the said Eliza M. and my
 said intended husband Cornelius K. Ayer to have possess
 use and enjoy all and singular the said property free
 of rent, hire, or accountability for and during the term
 of our joint lives, without the same being in any wise
 liable to the debts or contracts of the said Cornelius
 K. Ayer, And from and immediately after the death of
 either of us, then in trust, should my said intended
 husband Cornelius K. Ayer die before me, leaving
 issue from said Marriage, then also, to permit me
 to have, use, possess and enjoy said property for and
 during the term of my natural life free of rent
 or accountability of hire, with remainder over in fee
 simple to such issue, share and share alike, but
 should the said Cornelius K. Ayer leave no such issue
 alive at the time of such death, or leaving such issue
 they all die, leaving me the said Eliza M. Surviving,
 then and in either case, In trust, to deliver all and said
 property to me, said Eliza M. freed and discharged of all &
 every trust limitation or restriction, to be possessed by me
 in fee simple; But in case I the said Eliza M. should
 die, leaving the said Cornelius K. Ayer & issue by said
 Marriage surviving me; Then in trust to permit the
 the said Cornelius K. for and during the term of his natural
 life, to have, possess, use, and enjoy the said property
 free of hire, rent or accountability, with remainder over
 after his death to such issue, share and share alike,
 in fee simple; but should I the said Eliza M. so die, leaving
 the said Cornelius K. surviving me and no issue by said
 Marriage, or leaving such issue, all such issue die
 before before the said Cornelius K., then and in either
 case, In trust, to divide all said property equally
 share and share alike between my said intended

the
ing to
which
is in
to per.
to an
and
Mar.
in my
has
free
term
vice
lins
l of
ed
ng
me
and
nt
fee
but
she
spu
ngs
said
u &
me
thou
id
the
stand
ity
a con
se,
leam
said
ie
her
ing
—

husband and my daughter Rebecca B Fishburne and
her heirs, to be possessed and enjoyed in fee simple,
and Whereas, no settlement and cursum of the estate
of the said Thomas S. Fishburne has yet been had, it is
expressly covenanted and agreed, that as soon as the inter-
ests of said estate will permit, the said estate shall
be divided, and a schedule specifying the property assigned
me, the said Eliza M shall be made out, duly witnessed
and recorded as a part of this deed of settlement, and
it is further covenanted and agreed, that if hereafter
it may become expedient and proper to exchange my part
of the said property for other property, or to sell the same
or any part thereof and to invest the proceeds of such
sale in other property, the trustee of this deed, may upon
being thereunto requested in writing by me the said Eliza
M, & my said intended husband, or the survivor of us,
make such exchange or sale, and investment & the
property so purchased, shall be held by him subject
to all the provisions of this Deed. ~~Eliza M Fishburne Seal~~

~~C. T. Ayre Seal~~ - In Witness Whereof We have
hereunto set our hands and seals the same day and
Year first above written - ~~In presence of~~ ~~Ap. Dickes~~
~~J. H. Elmore~~ - Eliza M. Fishburne Seal

C. T. Ayre Seal
In presence of, Mr. Dickes & J. H. Elmore
South Carolina

Collector District, Personally appears Colonel Franklin
H. Elmore who being duly sworn says that he with Mr. Dickes
were present and saw the within named Eliza M. Fishburne
and Cornelius T. Ayre sign & seal the within Deed and
settlement & that they subscribed their names thereto as
Witnesses to the due execution thereof. J. H. Elmore
Before me Jan'y 18th 1829. - At Campbell 22.

recorded 29 Jan'y 1829

The State of South Carolina

This Indenture of three parts made
the twenty second day of January in the Year of our Lord
one thousand eight hundred and twenty nine, between Daniel
Pinebury Johnston Esqre of the first part, and Hannell
Maxwell Pringle, Spinster of the second part and Jan'y

This Deed and William Pingers Maxwell Esquires all
 of the County of the Third Ward & it being a Marriage
 is intended by said James R. Pingle to be solely had and solemn-
 ized between the said Daniel Pinckney Johnston and Harriet
 M. Pingle and the said Harriet M. Pingle under the
 Will of the Father the late Harriet and Robert Pingle
 and intended part of certain real and personal estate
 and is also entitled under a deed of her Grandmother
 Mrs. Harriet Elliott of the said Harriet M. Pingle as an undivided part
 of certain Negro Slaves in expectation of the an estate
 for her life and her Grandmother and has, upon
 her from her relations of other Property but no
 part of the Estate either in possession or in Expec-
 tancy to which she is entitled can be now set forth
 particular by said Harriet upon the beatty of the
 said intended Marriage it was agreed that for securing
 the said Harriet M. Pingle and the said Harriet M.
 intended Marriage a suitable provision and main-
 tenance of her estate and the Negroes hereinafter
 mentioned should be made and added to the uses
 hereinafter contained and expressed - Now this Indenture
 Witnesseth that the said Daniel Pinckney Johnston for and
 in consideration of the said intended Marriage and in fur-
 -ther consideration of the sum of \$1000 Dollars to him in hand
 paid by the said James R. Pingle and William R. Maxwell at
 and before the sealing and signing of these presents, the
 receipt whereof is hereby acknowledged. Doth covenant
 promise and agree to and with the said James R. Pingle
 and William R. Maxwell, that from and after the solemniza-
 -tion of the said intended Marriage, he will upon the
 request of the said James R. Pingle and William R.
 Maxwell and at his own proper costs and charges, settle
 convey and add to the said James R. Pingle and
 William R. Maxwell all and singular the negro Slaves
 and personal estate to which she, the said Harriet M.
 Pingle is now entitled, and to which she or the said D.
 Johnston in her right may become entitled and also
 all and singular the negro Slaves following to which he
 the said Daniel Pinckney Johnston is now entitled in his
 right, that to wit, Peter, Sundry Brads, Neptune,
 Sam Chlo and her child
 Simon and Jueratus and

the future issue of the females, and will also as soon as the said
Harriet M Pingle shall have attained the full age of Twenty
one years, at the like request of them the said James R Pingle
and William R Maxwell join with the said Harriet M
Pingle in settling conveying and opening to them the said
James R Pingle and William R Maxwell all and singular the
real estate of which she the said Harriet M Pingle is or
hereafter may be seized or to which she may be entitled
to them the said James R Pingle and Wm R Maxwell their
Heirs Executors and administrators according to the nature
of the several Estates - In trust nevertheless and to and for
the uses interests and purposes following, That is to say in
trust for the use benefit and behoof of them the said Daniel
Pinckney Johnston and Harriet M Pingle his intended wife
for and during their natural lives, but not subject to the
Debts, contracts or engagements of the said Daniel P. Johnston
and from and after the determination of the said Estate, to
and for the use and benefit of the survivor of them the said
Daniel P. Johnston and Harriet M Pingle his intended
Wife for his or her natural life, but not subject to the
Debts contracts or engagements of them or either of them
and from and after the determination of the said Estate
to, to the issue of the said intended marriage then living
and to their Heirs Executors and administrators forever,
to be divided among the children then living and the issue
of such as may be then dead - The issue of a deceased
child to take and be entitled to the share of the parent,
And in case of the failure of issue of the said intended
Marriage at the decease of the survivor of them the
said D. P. Johnston and Harriet M Pingle and his
or her Heirs Executors and administrators forever -
Provided nevertheless that it shall be and may be lawful
for the said Daniel Pinckney Johnston and Harriet M
Pingle, from time to time and at all times hereafter by
and with the consent and approbation of the said James
R Pingle and Wm R Maxwell or the survivor of them
and his Heirs, Executors, or by the consent and appro-
bation of such person or persons as may be hereafter
by competent authority, substituted and appointed Trustees
as Trustees in the place of the said James R Pingle
and William R Maxwell, to sell and or exchange all