

E. L. Mathis Will

I E. L. Mathis of the County of Washington & State of Tennessee being weak in body but of sound mind & disposing judgment do make this as my last will & Testament hereby repealing & making void all other Wills made heretofore by me.

Section 1st I give and bequeath to the Elders & Deacons of Salem Church five County bonds of \$100.00 each making \$500.00 yearly interest to aid in supporting the Old School Union doctrine at that place. Also one hundred dollars yearly to help to pay a teacher of the Sabbath School at same place. Also fifty dollars annually to be paid to the Home Missionary Society.

Sec 2nd And as I owe my wife's land for eight hundred & sixty dollars in cash I hereby bequeath to her only nephew Alexander Nelson of Ala two thirds of same amount provided he goes in with me or makes a warranty deed to George Gillespie for the land & about five acres lying between the Donelsons & Ball Mountains roads parts of the Old Nelson plantation.

Section 3rd I leave Sarah Sparks & her wife to have the House & lot where they now live. Sec 4th What part of my property may remain it is my will that one half be divided between Bill Spinks, E. L. Mathis, Nancy Earnest & E. L. Mathis. Nancy Earnest & E. L. Mathis 12 shares. The three first gets each three shares. The three last named to have one share each.

Sec 5th It is my will that the Elders & Deacons of Salem Church to have the entire control of the other half its interest to be applied annually to assist in teaching the poor of all denominations at Washington College or the Sabbath School or where said Elders & Deacons may think fit to apply it at either place.

Sec 6th Lastly It is my will that my beloved friends W. L. Spinks & E. L. Mathis be executors of this my last will & Testament, without giving Bond & security. Witness my hand & seal. This 3 day of Apr 1867.

Sec 7th It is my will that my beloved wife ^{George's child} be paid one hundred dollars each out of my estate.

I have written every word & letter of the above Will E. L. Mathis (Sd)

State of Tennessee County Court Chancery term Wednesday the 8th Washington County Day of same month. The foregoing will was presented to the Court for probate and the hand writing of the testator proved by the oaths of Henry Hines Alexander Mathis and McArthur and ordered to be recorded.

J. H. Gisham Clerk

Peter Smith's Will

I Peter Smith being of sound and disposing mind and memory but weak in body taking into consideration the shortness and uncertainty of life and the certainty of death do hereby make & devise to be made this my last will and Testament

1st After my decease it is my will that my just debts including my funeral expenses be paid out of the first money which comes into the hands of my executor

2nd It is my will that all the interest I own in the Stock of gold as a partner in the firm Messrs Sampson & Co in which firm I have an equal partner with Messrs J. L. Sampson together with all the debt due said firm and all the appts thereto belonging or in any wise appertaining shall go to my beloved wife Sallie Smith and to her under her own separate and entire control also a certain town lot in the City of Knoxville purchase of J. M. Hop and which said Hop purchased of one Mitchell and for a description of which reference is hereby made to the deed of conveyance of the same in I am to pay the said Hop twenty five hundred dollars for which he holds my obligation on due ten years after date with interest from date the purchase money for said town lot and whereas the father of my beloved wife has in good time up posed to build a house or houses on said lot the rent of which would likely yield more than the purchase money before the title to said lot can be completed now it is my will that in addition to the means and aid then given by her father that she make use of any property or share or action in her possession and which came by her and have five hundred dollars out of my real money which will be due in a few days for the purpose of aiding in the completion of the house aforesaid in preparing lumber and paying for carpenters services & further it is my will that a certain tract of land known as my Lewis farm situated in Meigs County Tenn on Lewis Creek and lying on the waters above of the

My Smith's Will Continued

Pennepa River be sold and all the money due upon said land after said sale be paid over to my beloved wife except five hundred dollars and that if said land is sold on a credit that the first money collected on said sale go to her and be at her own disposal and the remainder five hundred dollars be reserved and go as herein after provided for also that any personal property now in my possession consisting of trunks &c of which I have but little now on hand shall go to the said wife and be at the disposal of my wife alive named and acknowledged Brian Smith and empower him without security to act as executor & to sell the Lower farm and also to rent the lower farm herein after disposed of to my sister Penelope Smith and pay the rent over to W. B. Reynolds as a credit on my note second to my sister Penelope Smith after said note is fully paid and satisfied.

And it is my will that the remaining five hundred dollars above named and reserved out of the Lower farm be and go to the use of Peter Smith son of James Smith and my nephews that the said five hundred dollars be placed in the hands of W. B. Reynolds of Cleveland Tennessee as a trust fund to be used for purpose of educating my said nephew Peter Smith I also devise and bequeath to my said nephew Peter Smith the entire farm known as the Bear farm situated in the County of Pleas on the North Side of the Tennessee River and empower my friends James W. Gillopie and Daniel Waterhouse to designate what shall be called the Bear farm giving unto said farm sufficient timber for all purposes taking care not to injure my other adjoining farms. It is my will that the father of said Peter Smith my nephew James Smith live on the said Bear farm and cultivate the same until my said nephew becomes of age and in case of said Peter's death the same to go to James Smith during his natural life after a way to his heirs in fee simple.

My Smith's Will Continued

And I devise and bequeath unto my sister Penelope Smith my house or residence of mine situated on the North Side of the Tennessee River of said State near house containing all the land except the Bear tract in which I own a piece I own as per set upon the following conditions which she has agreed to viz I am indebted to my said sister Penelope Smith in about the sum of nineteen hundred dollars and I am also indebted to one W. B. Reynolds of Cleveland Tennessee in about the sum of one thousand dollars by note or bond now if my said sister release all claims against my estate of any and every kind by debt due heretofore or now existing and pay the said W. B. Reynolds the one thousand dollars due him then she is to have as complete a title to said land as I could make and take the same in fee simple I estimate in this devise that I am giving my said sister about two thousand dollars above said claims.

I constitute and appoint M. M. of Davidson Tennessee and Joseph Lytle of Washington County Tennessee my trusty friends my true and lawful executors to see that the foregoing will is fully carried out. In witness whereof I have hereunto set my hand and executed this my last will and testament this 9th day of December 1867.

Executed and acknowledged
in presence of
Wm M. Graham and
John A. Wilds

The foregoing will was presented to the Court at the February Term 1868 and proven by the oath of Wm M. Graham & John A. Wilds and ordered to be recorded.
John M. Graham Clerk