

Agreement between Josiah C. Thompson Louisa C. Thompson

This agreement and Compromise entered into on this the 29th day of November 1867 by and between Josiah C. Thompson here at law (c/o) of Robert A. Thompson deceased and also sole heir at law of Hannah Eliza Thompson formerly Hannah Eliza Allison the said Josiah Thompson being also a distributee of the estate of Robert A. Thompson or devisee as the case might be under the will hereinafter mentioned of the one part and Louisa C. Thompson Widow select of the same Robert A. Thompson deceased and devisee under his said will, she being the same wife of the said Robert A. Thompson deceased of the other part. Witnesseth that Whereas by the Will of Robert Allison Junior (dated the 15th day of July 1812 and duly registered in Washington County Tennessee) there was devised to the said Hannah Eliza Allison mother of the said Josiah C. Thompson and first wife of the said Robert A. Thompson, there was devised to the said Hannah Eliza Thompson in fee a certain tract or parcels of land in said County which was afterwards divided between the said Robert A. Thompson and John Ann Conley and Josiah Conley. And whereas the said Hannah C. Thompson during her lifetime made and executed to said Robert A. Thompson a deed for the whole of said tract of land, On condition that he make or cause to be made to the said Josiah C. Thompson a good and lawful deed for one half of said plantation, after and by putting in the said tract containing 348 acres more or less, and the mill tract owned in his own right by said Robert A. Thompson, and whereas it is agreed by the same parties that said deed having been executed by a few corrupt without privity examination and not in conformity with law was incapable to confer upon said Robert A. Thompson the fee simple title to said ^{tract of} land, - And whereas the said Robert A. Thompson owned at the date of said deed, and also at the date of his will two tracts of land as follows. One tract of 8¹/₄ acres conveyed to said Thompson by Ezra Pearce by and bearing date the 2nd Oct 1841. and one tract containing 27³/₄ acres conveyed by William Haws to said Robert A. Thompson said three tracts all lying adjoining said deed of said Haws bearing date the 31st Feb 1857. And whereas by the will of Robert A. Thompson deceased the said three tracts were divided as follows "It is my will that the

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"Land above specified including a small tract I have purchased since known as the Love tract (the same being the said Haws tract) all which is in the above named County and State in Civil District 1842 shall be divided between my present wife Louisa C. Thompson and my son Josiah C. Thompson, so as to be equal in value, the division to be made by two disinterested men, one selected by each of the party, and if they cannot agree, the two men may select a third man to decide. It is my will that my beloved wife Louisa C. Thompson shall have that one or portion of the land on which is now present dwelling, and all the other improvements attached thereto."

And whereas it is agreed that by reason of his failure of title to said land as aforesaid, he could in law make no valid devise of said land for the reasons aforesaid, and whereas by said will the personal estate of said Robert A. Thompson was bequeathed to the said Josiah C. Thompson and said Louisa C. Thompson in unequal proportions, And whereas the said Josiah C. Thompson is dissatisfied with the provisions of said will, and the said parties are desirous of settling and compromising without litigation all matters of dispute now existing or which can possibly arise out of said difficulties, and in consideration thereof one to preserve the peace of the families to make a final and peaceable family settlement of this whole matter, And whereas the said will has been duly proved in said Court and is being executed by Saml B. Ellis who has returned no inventory. It is therefore agreed by us the said Josiah C. Thompson and Louisa C. Thompson that the part of said land devised in fee to said Louisa C. Thompson by said will, shall be to her for and during her natural life only, and to that extent the said will is hereby annulled and abandoned, And it is further agreed that the dispositions made to said parties by said will as to said personal estate of said Robert A. Thompson, except that part hereinafter mentioned as belonging to said Louisa C. Thompson, be also and is hereby annulled and abandoned. And it is agreed that all of said personally including the entire assets (personal) of said estate shall, after paying debts and all charges of said estate, be equally divided between the said Josiah C. Thompson and Louisa C. Thompson, except as follows. One horse to be selected by her, One Milk Cow and two Calves to be selected by said Louisa. Six head of sheep to be also selected by her, One bureau, One large table, One small table, One looking glass, seven chairs, Two bedsteads and bedding, said property to be her outside of any division, and the said Louisa takes a Valise

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and the said Sarah the said Matthew in the will. And the said Sarah
to have all the wearing apparel of his father, and it is further agreed
that this agreement shall be spread of record in the County Court of
Washington County, and said Court is hereby fully authorized to con-
firm and settle said estate with the Executor thereof by the
terms of this agreement instead of by the provisions of said will.
And this agreement shall stand in said Court to all intents and
purposes in the place and stead of said will, so far as the
same is otherwise hereby. It is further agreed that after the division
herein and in said will provided for shall have been made
as herein directed, that the said Louisa Thompson shall exe-
cute to said Joseph C. Thompson a valid quit claim deed to
all that part of said land assigned to him in fee, with full control
over the same. And the said Joseph C. Thompson shall make
to said Louisa Thompson a valid deed for life to that part
assigned to her with full control thereof with all returns, house
hold place and in short all the timber necessary to carry
on the said part of said farm allotted to him. And it is further
covenanted that in all respects wherein said will is not hereby alter-
ed and changed the same shall stand and be executed by said
Executor. It is further agreed that the same parties the said
Joseph C. Thompson and Louisa Thompson shall divide the said
personal property between themselves, and the report of said division
of personalty on the basis of said division, made to said
County Court, and the receipt of the several parties thereto shall
be the basis of a settlement by him in said County Court, and
be as a report of sale of said property by him. And the said
Accordingly. And the said Louisa hereby releases, will claim
to said land devised to her and agrees to take such title thereto
as is herein provided for and for abiding by and standing in
all things to this compromise and agreement. We and each of us bind
ourselves our Executors heirs &c each to the other in the penal
sum of Ten thousand dollars. In witness whereof we have
hereto set our hands and seals this 29th day of Nov 1867.

The words: 'Same property to be hers outside of any division -
and the words: 'So far as the same is altered hereby -' interlined before
signing -
Attest Josiah C. Thompson (Seal)
Louisa C. Thompson (Seal)

esthet

Wm H Maxwell

W-J Range -

(Stamp 35 Cents Revenue)

Josiah C. Thompson Seal
 Louisa C. Thompson Seal

Agreement continued

State of Tennessee Personally appeared before me J. H. Gisham
Washington County Clerk of the County Court of said County, Wm. H.
Maxwell and W. J. Rame the two subscribing witnesses to the within
agreement, with whom I am personally acquainted and after being
first duly sworn depose and say that they were present when
Josiah C. Thompson and Louisa G. Thompson signed and acknowledged
that they executed the same on the day it bears date for the pur-
poses therein contained. Witness my hand at Office this 5th day
of Dec^r 1867.

J. H. Gishner, Clerk

It was ordered by the Court at its Dec^r Term that the above agreement be spread upon the record of Wills in the office of the County Court Clerk
J. D. Gresham C. C. L.

A. D. Gushkin, C. M.