

Sworn to and subscribed before me, this April 6th, 1905

W.C. Mosley.

Will of J.H. Bassett.

I, J.H. Bassett of Fort Valley, Newton County, Georgia, do make declare and publish this as my last will and testament, hereby revoking all former wills by me at any time made.

1. I hereby nominate and appoint my sons, Ralph P. and Noble P. Bassett, as executors hereof, out hand, and without being required to make returns to my court.
2. I direct that my body be suitably buried in the Fort Valley cemetery, and that such suitable monument or slab as my executors may deem proper be placed over my grave.
3. I direct that my just debts, including funeral and other expenses, be immediately paid by my executors.

4. I devise to C.E. Martin, of Fort Valley, Ga., as trustee for my son, Stephen E. Bassett and his heirs should he have any, and to said Martin's successor or successors as such trustee, or to the trustee as may be named as hereinafter provided, the following two properties to constitute a trust estate, for the purposes and under the conditions hereinafter named, said two properties being as follows:

(A) That certain body of farm lands, being parts of lots numbers 230, 232 and 231 in the district of said county, and more particularly described as follows:

All of lot number 230 that I own, being about 139 $\frac{1}{2}$ acres more or less, lying South of Bryant's Branch and West of Honey Creek, as fully described in deed from Jan. T. Hardison to my father, J.H. Bassett, of Nov. 18, 1883, and recorded in the Clerk's office in said county in Book 1 folio 234.

Approximately five acres of lot number 232, being that portion of said lot lying East of the Fort Valley to Taylor's Mill public road, and North of a line running from an iron post on the East side of the public road in a slightly North-easterly direction to an iron post on lot number Two hundred and fifty-one (251) on the West edge of a bottom, said first named iron post being at a distance of Seventeen hundred (1700) feet in a southerly direction along the said road from an iron post also on the East side of said road and set at the point where said road crosses the North lot line of lot number 232.

And approximately 175 acres of lot number Two hundred and fifty-one (251), being all of said lot 251 lying North and East of the above. Page one of this my last will and testament

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named line running in a slightly North-easterly direction from the Southernmost iron post on East side of the road on lot 252 to the iron post in lot 251 on the West edge of a bottom, the line being Ten hundred and forty (1040) feet long on both lots, and of a line running from last named iron post on the West edge of the bottom in a South-easterly direction along the West edge of the bottom to an iron post set where the West edge of the bottom crosses the South lot line of lot number 251.

Said three parcels of farm lands all lying in one tract, and containing in the aggregate Three hundred and nineteen (319) acres, more or less, or approximately that amount.

(B) Also that certain town property in Fort Valley, Georgia, on the West side of Main Street, being the North part of the Murphy shop lot (hereinafter called the shop property), and being that part now rented to and occupied by J.W. Sandifur; the said North part of said lot hereby devised in trust being more particularly described as follows: Beginning at the North-east corner of the said original Murphy lot, on Mason street, running thence Southerly along said street Seventy-seven (77) feet to a post, thence in a slightly Northwesterly direction along a fence One hundred and eighty-two (182) feet to the West line of the lot, thence Northerly

along the West line of the original lot forty-three (43) feet to the North-west corner of the original lot, thence along the North line of said original lot for its full length to the point of beginning on Mason street.

The trustee shall rent out the farm property as he may deem best to produce an income, and may rent the shop property for the same purpose, or, at his discretion, he may permit my son Stephen E. as beneficiary, to occupy and use the shop property should he desire to do so, but the farm property is not to be used by the beneficiary, it being my will that this farm property shall be rented to and used by other than the beneficiary so as to provide a sure income for his benefit and use. The trustee, after paying taxes and expenses, including needed repairs, shall pay over the annual income from said properties in approximately equal monthly payments to my said son, Stephen E. Bassett, beneficiary.

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so long as he lives. In case of sickness, or other emergency, the trustee may at times pay him more than the regular monthly allowance, should the trustee deem it advisable, it being my purpose that so far as may be practicable the beneficiary shall receive the income in approximately equal monthly allowances for his current support.

The beneficiary's right to this support or income from these trust properties is not to be such right as may be assigned by him to any one, but the title to the income shall be and remain in the trustee until each amount is by him paid to the beneficiary, and it is directed that no assignment of such expected income or allowance in anticipation thereof shall be honored by the trustee, this provision being such that the said income may not be used or pledged, or assigned, or in any manner disposed of in advance of its actual receipt by the beneficiary.

Within sixty days after the close of each calendar year the trustee shall file a written report of receipts and disbursements of said trust estate for the previous year with my executor or executors, or, if neither of them shall be living with the Court of Ordinary of the county in which said properties, or either of them, is located.

The trustee's compensation for handling said trust estate shall be five (5%) per cent of the gross receipts therefrom, this having been agreed upon between the said Martin and myself. The trustee above named shall not be required to give bond. In the event of said named trustee declining to serve, or his removal or death or disability, or his desire to discontinue to serve, then I authorize my executors, or the survivor of them, to appoint a trustee, or, if neither of my executors shall be living, I direct that a trustee be appointed by the Ordinary of the county in which said trust properties, or either of them, is located.

If my said son, Stephen E., beneficiary, should die leaving children, this trust estate is to be held and managed for the benefit of his children share and share alike, until the youngest is twenty-one (21) years old, when the corpus of such estate shall be equally divided between such of said children as may then be living, and the issue of any deceased children, such issue of my deceased child to take in the

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succession of such deceased child's part. Upon the death of my son Stephen E., the beneficiary, without children or the issue of children surviving him, said trust estate shall thereupon cease and said properties, together with any undisposed of income therefrom, or any additions thereto, shall revert to my estate to be divided among my legal heirs as provided by law.

5. To my grand-daughter, Frances Irene Bassett, now living in Chicago, Illinois, I give and bequeath the sum of five thousand (\$5,000.00) dollars, to be paid to her by my sons Ralph and Noble and my daughter Lucy, as herein provided, together with certain interest payments as follows: On Jan. 1 and July 1 of each year, Frances is to be paid interest on said \$5,000.00 at the rate of five (5%) per cent per annum, such interest running from the date of my death to the date she is paid sum of \$5,000.00 in full, or if not paid in full at one time, then such unpaid portions

are to bear interest at the same rate, payable semi-annually on Jan. 1 and July 1 of each year until fully paid. When Frances becomes twenty one (21) years old, my said two sons Ralph and Noble and my daughter Lucy, shall pay to said Frances the said sum of Five thousand (\$5,000.00) dollars in cash, or if they decide it is to the best interest of Frances to be paid said sum in yearly installments, then they may pay it to her \$1,000.00 at her majority, and \$1,000.00 each twelve months thereafter for four years, together with interest on such payments as above provided. The acceptance of property under this will, as residuary legatees and devisees, by said two sons Ralph and Noble and my daughter Lucy, shall oblige them jointly and severally to make payment of said \$5,000.00 legacy and interest, as herein set out. Said legacy of five thousand dollars (\$5,000.00), with interest thereon, shall further constitute a charge and lien upon my farm home place of approximately 330 acres in the 9th district of said county, being of said farm place and lands owned by me except that portion hereinbefore devised to C.E. Bassett as trustee. In event of Frances' death, leaving no children, this special legacy shall be paid to any one to be required, and the charge or lien on said property, the home place being property above named.

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Page four of this my last will and testament shall be cancelled, and shall cease to exist. In the event of Frances' death, leaving child or children, before she has received said \$5,000.00 legacy, or all of it, with interest thereon as set out herein, then said legacy or all or any unpaid portion thereof, may be retained by said Ralph, Noble and Lucy Bassett, until such child, or the youngest of such children is eighteen years old, when such unpaid portion of said legacy shall be paid to such child or children at the deceased Frances, share and share alike, whose receipt shall be a full discharge of all liability for the payment of said legacy. At the option of the said Ralph, Noble and Lucy, such legacy, or unpaid portion thereof at Frances' death leaving child or children, may be paid earlier than stipulated in the clause next above, any portion going to a child under eighteen years of age to be paid to such child's guardian, whose receipt shall be a complete discharge of liability for such payment. During all the time said legacy, or any portion thereof, remains unpaid, it shall bear five per cent interest, as already set out, payable semi-annually, on Jan. 1 and July 1 of each year, to the persons entitled to the legacy, such interest being paid up to the time the legacy is fully paid.

6. To my two sons, Ralph P. and Noble P. and my daughter Lucy C. Bassett, share and share alike I give devise and bequeath all the residue and remainder of my estate and property of any and every kind and description, whether real, personal or mixed, of which I may die seized and possessed, or to which I may be in any way entitled, subject only to the charge or lien upon the home place farm property to secure the payment of the special \$5,000.00 legacy set out in paragraph 5 above, said charge or lien attaching to no other property.

7. It is my wish and desire that my two sons Ralph and Noble, and my daughter Lucy, joint residuary legatees and devisees hereunder, shall hold the bulk of my real estate holdings together, operating and managing same jointly as one property. This is not a condition, nor imperative direction, but merely the expression of my best judgment and of my earnest wish and desire.

8. Should any of said last named three children, Ralph, Noble or Lucy, die, leaving no child or issue of any child surviving, then any of the

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herein devised or bequeathed property of which they may die seized and possessed, not thereby fore conveyed, shall become the property of the survivor or survivor's among said three children or if upon such death one or both of the other two joint legatees herein shall have previously died leaving issue, then such issue shall take the parent's share of such property of the one dying without children or issue. This clause is not in any way to interfere with the full right of said three legatees, jointly or severally, to sell, encumber, or convey any property acquired

under this will.

9. Should any devisee or legatee or beneficiary herein named or referred to institute any legal proceeding to break or to in any manner defeat or alter the purpose or effect of this will, then all property devised or bequeathed to or for such person shall immediately revert to my remaining heirs for equal division among them, exclusive of such person or persons instituting such proceeding.

10. My executors are authorized and empowered, without any order of court, to sell at public sale or division, or to divide in kind, any property reverting to my estate for distribution among my heirs, such authority to extend to the survivor of said executors. Said executors are not to receive any commissions or other compensation for acting as such. In witness of this my last will and testament, comprising six pages, I have identified each page with my signature at the bottom thereof, and have hereto in the presence of the three attesting witnesses set my hand this January 31, 1923.

S.H. Bassett (L.S.)

Signed by the said S.H. Bassett as and for his last will and testament, in the presence of us the undersigned, who, at his request, and in his sight and presence, and in the presence of one another, have subscribed our names hereto as attesting witnesses, the day and year above written.

B.H. Fincher (L.S.)

Herbert Vining (L.S.)

W.M. Wright (L.S.)

Codicil to Will of S.H. Bassett.

Georgia, Peach County.

I, S.H. Bassett, Fort Valley, Peach County, Georgia, do make, declare and publish this as my last and only codicil to my last will and testament heretofore made by me on January 31, 1923 in the presence of and attested by B.H. Fincher, Herbert Vining and W.M. Wright, which said will remains in force and effect except as changed by this codicil, which changes are herein numbered to correspond with the numbers of the paragraphs of said will which are changed by this codicil.

4. The properties devised by me under said will to C.E. Martin as trustee for my son Stephen I. Bassett, and children should he have any, I hereby devise, with changes in the properties as hereinafter set out, to my son Noble P. Bassett as such trustee, with all rights, powers and duties devolving upon such trustee under my said original will, hereby substituting my son Noble P. Bassett, as trustee, in place of C.E. Martin. In the event my son, Noble P. Bassett, does not serve as such trustee, or after accepting said trust desires to be relieved therefrom, I hereby name C. E. Martin as such trustee if he will not consent to serve, and if not, then a trustee is to be named as provided in my said original will.

4.(b) The boundaries and size of the town property devised to said trustee are changed so that the north portion of the Murphy shop lot on Macon Street in Fort Valley, Ga., which said North portion as now described is devised to said trustee shall consist of all of said lot owned by me that lies North of the lot now under lease to the Wofford Oil Company. The South portion of the lot; which South portion

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is under lease to said Wofford Oil Co. fronts Eighty one (81) feet on the West side of Macon Street, and extends back of even width to the Western line of the property owned by me. The residue of my said Murphy shop lot, being all of said lot lying North of that leased to said Wofford Oil Co., is the portion devised to said trustee. This North portion, devised to said trustee, fronts approximately Sixty-two (62) feet on the West side of Macon Street, extends back to the Western line of my property, and is approximately Twenty (20) feet wide across this back,

or best line.

In view of the fact that the lot as now devised to said trustee is somewhat smaller than as described in my original will, I direct that my sons Ralph and Noble and my daughter Lucy, and severally, and the survivor of any one of them, and the heirs of any one of them who may die before my death, in other words that the residuary legatees and devisees of my estate as now in paragraph six of my said original will, or my executors for and in behalf of any one of my legatees and devisees who may be minors, shall within twelve months after my death pay to my

Stephen H. Bassett the sum of \$300.00 in cash.

It is not to be understood that I am putting any valuation on the lot devised or not devised to said trustee for the benefit of my son Stephen, or that any rights or obligations exist or have ever existed under my said original will, but, owing to the manner in which I have now divided said Murphy shop lot in the manner that I deem best, I have decided and desire, and will, that my said son Stephen shall himself receive the sum of Three hundred (\$300.00) dollars in cash as above set out.

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I further change the provisions of paragraph four of my said original will as that said trustee shall not be permitted to allow my son Stephen to occupy or use the shop property devised to said trustee, or to in any way conduct any business thereon; it being my will, and I so direct, that this town property, as well as the farm property devised to said trustee, shall be resided to others than my said son Stephen, and the income paid to him as provided in my original will. I further direct that upon the termination of said trust estate, instead of the properties constituting said trust estate reverting to my estate for division among my legal heirs as provided at top of page four of my original will, I desire and so will that said properties shall be the property of my sons Ralph and Noble and my daughter Lucy, share and share alike, in the same manner as the residue of my estate is given to them under paragraph six of my said original will, and I express the same wish regarding this remainder interest of said trust estate now devised to them as expressed in paragraph seven of my original will. In view of the fact that the above stated disposition of the remainder interest after said trust estate leaves no part of same going to my granddaughter, Frances Irene Bassett, and irrespective of any valuation that may now, or may ever attach to said remainder interest, I desire, and so direct and will, that within twelve months after the termination of said trust estate, if Frances is then twenty-one years old, my sons Ralph and Noble and my daughter Lucy, shall pay to my said granddaughter, Frances, the sum of Twelve hundred (\$1200.00) dollars in cash, with interest thereon at the rate of eight (8) per cent per annum from the date of the termination of said trust estate to the date of the payment of this special legacy, or of any portion thereof.

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If at twelve months after the termination of said trust estate Frances is not twenty-one years old, then this special legacy may be held by my said two sons, Ralph and Noble, and daughter Lucy until Frances reaches the age of twenty-one years, in which event they shall pay her annually interest thereon at the rate of eight (8) per cent, making such interest payments annually, the first payment to be made twelve months after the termination of said trust estate. If Ralph, Noble and Lucy so desire, they may pay to Frances all or any portion of this special legacy before she is twenty-one (21) years old, paying interest as above set out on any unpaid portion of said special legacy. This special legacy shall constitute a charge and lien upon my farm home place, and stand in all respects upon an equal footing with the \$5,000.00 bequeathed to said Frances in paragraph five of my original will, except that she is to receive interest at the rate of eight (8) per cent on this special \$1200.00 legacy, but interest at the rate of eight (8) per cent on the original \$5,000.00 legacy.

9. In the event that my son Stephen, or my granddaughter Frances, or any guardian, or any one

acting for them, or both of them, should institute any legal proceedings to in any manner alter the purpose or effect of my original will, or of this codicil thereto, then all property devised or bequeathed to or for such devisee or legatee instituting such proceedings, or in whose behalf such proceedings are instituted, shall upon the institution of such proceedings become the property of my sons Ralph and Noble and my daughter Lucy, share and share alike, in the same manner as the

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residue of my property is devised and bequeathed to them in paragraph six of my original will. In witness of this my last and only codicil to my said original will of Jan. 31, 1923, this codicil comprising five pages, I have identified each of the other four pages with my signature at the bottom thereof, and have hereto in the presence of three attesting witnesses, attesting same at my request, and in my presence and in the presence of one another, set my hand this Jan. 21, 1925.

S.H. Bassett (L.S.)

Signed by the said S.H. Bassett as and for his codicil to his will, in the presence of us the undersigned, who at his request and in his presence and in the presence of one another, have subscribed our names hereto as attesting witnesses, the day and year above written.

W.H. Harris

T.J. Hallman

H.T. Wilder

Second Codicil to Will of S.H. Bassett.

Georgia, Peach County.

Whereas, I, S.H. Bassett, of Fort Valley, Georgia, did on January 31, 1923, execute my will in the presence of and attested by B.H. Fincher, Herbert Vining and W.M. Wright, and did on the 21st day of January 1925, execute a codicil to my said will in the presence of and attested by W.H. Harris, S.T. Wilder and T.J. Hallman, which said will and codicil thereto, remain in full force and effect, and, whereas, under the will of my father, S.H. Bassett, I was named as one of the trustees of the property of the congregational church of Fort Valley and given the power and authority to name a successor to myself as such trustee, and I desire to execute such power in the form of a codicil to my said will.

Now therefore, I do hereby execute this as a second codicil to my said will solely as the means of executing said power and under the said power vested in me under the said will of my father, which was duly admitted to probate in Houston County, Georgia, I have appointed and do hereby nominate and appoint my son, Ralph P. Bassett, as my successor as one of the trustees of the property of the congregational church of Fort Valley, hereby vesting in him as such trustee, all the power and authority vested in me by the said will of my father.

In the event of the death of my son, Ralph P. Bassett, before my death, I hereby nominate and appoint my son, Noble P. Bassett as my successor as such trustee, vesting in him as such trustee all the powers vested in me under the said will of my father.

IN WITNESS OF this my second codicil to my said will, I have hereto in the presence of three attesting witnesses set my hand this January 26, 1925.

S.H. Bassett (L.S.)

Signed by the said S.H. Bassett as and for his second codicil to his will, in the presence of us the undersigned, who at his request and in his presence and in the presence of one another, have subscribed our names hereto as attesting witnesses, the day and year above written.

W.H. Harris

H.T. Wilder

T.J. Hallman