

shall desire And it is further covenanted and agreed by and between the said parties that at any time during the continuance of the said marriage of the said party of the third part should depart this life remove from the State or desire to resign the trusteeship, the parties of the first and second parts shall have power in writing under their hands and seals, attested by two competent witnesses to appoint new trustees or trustees who shall do such things in the place of the said party of the third part to hold all and singl[e] the property at that time held by the said party of the third part by virtue of this Indenture and who shall be invested with all the powers and perform all the duties and trusts hereby conferred and imposed upon the said party of the third part and such change and substitution of trustees may be made and effected as often as the said parties of the first and second parts may desire

And it is further covenanted and agreed that the said party of the third part shall have the power ^{out} of the proceeds and income of the property held by him under this Indenture to reimburse himself for all expens[e] which he may be put to and incur in the management or preservation of the said property or in performing the trusts hereof

In Witness whereof the said parties have hereunto set their hands and seals this first day of December in the year of our Lord one thousand eight hundred and fifty three

Signed sealed and delivered in presence of the undersigned } William F. Wagnersworth
 all, which, and, said, first, witness, and the word with craved } Susan McCarle
 W. Wagnersworth, G. W. Earle } John C. Horroff

The following is the Schedule, referred to in the foregoing and annexed Indenture of Marriage Settlement between the said William F. Wagnersworth Susan Wagnersworth Earle and John C. Horroff of the property real and personal intended to be conveyed and settled by the said Indenture to wit: The undivided interest and share being one eighth part thereof of the said Susan Wagnersworth Earle in the real estate of her deceased father Elias McCarle which real estate is in the whole or in part as follows

That Tract of land in Granville District and State of South Carolina lying on the South of the Pamlico Road from one and three fourth miles to two and one half miles distant from Granville Court House adjoining lands of G. W. Green W. H. B. Farn C. B. Alwood et al containing about Two hundred and eighty acres That tract of land in said District containing about thirty acres lying on the North of the Pamlico Road immediately opposite the tract first above mentioned That tract of land containing about fifteen and one half acres more or less lying on the Pamlico and Rutherford Roads in said District on which the said Elias Wagnersworth Earle resided at the time of his death Eleven Town lots within the corporate limits of the Town of Granville fronting upon Pamlico and Rutherford Streets Under a Bill filed in the County of Equity for Granville District of record in which George W. Earle by his next friend George W. Green was complainant and Susan McCarle Elizabeth Earle Bayler Earle Wrayton Earle and others were defendants an order was made by the said Court on the 27th day of July Term W. 1853 by which the said real estate was directed to be sold by the Commissioners in Equity for said District and in pursuance of the said Order sales thereof were made by the said Commissioners on the 3rd day of September W. 1853 but all the purchasers have not yet