

**P. P. P.**

consideration of the agreement herein contained and the security hereinafter provided, and the party of the first part is desirous after securing the covenant with the said Alice C. Coxe hereinafter set fourth to settle his estate, so that the same will be free from all liability for Dower, in the event of any further marriage of him the said Franklin Coxe Jr.

NOW THIS Indenture witnesseth that the party of the first part in consideration of the release by the said Alice C. Coxe of all rights derived under the above recited decree or by virtue of any order made in the cause and the release of all rights of Dower in any estate or property of the said Franklin Coxe Jr. which he may have notwithstanding the decree of divorce by the virtue of the Statute or laws of any State doth covenant to and with the said Alice C. Coxe, that he and the said Franklin Coxe Jr his executors, administrators and legal representatives will pay to the said Alice C. Coxe, in each and every year during the time of her Natural life, the sum of Two Thousand, Four hundred dollars in even and equal monthly instalments the first payment to be due and payable on the first day of January 1888.

And this Indenture further witnesseth that the said party of first <sup>the</sup> part has granted, bargained, sold aliened, enfeoffed, released, confirmed and conveyed and does hereby in consideration of the premises and for the better securing the performance of the said covenant grant, bargain, sell, alien, enfeoff, release, confirm and convey unto the said parties of the third part and to the survivor of them and to the heirs and assigns of such survivors, all the lands, tenements, and hereditaments of him the party of the first part situate in the Counties of Luzerne Schuylkill, Carbon, Northumberland Clinton and Columbia in the State of Pennsylvania, being lands derived by him under the will of his Father Tench C. Coxe in trust to receive the rents and profits of the lands and tenements as the same shall accrue or so much thereof as will suffice to enable them to perform the said covenant and to pay the said <sup>annuity to</sup> Alice C. Coxe and all costs charges expenses and commissions incident to the failure on his part to pay the same and the burden thereof being assumed by the said trustees provided that so long as the said monthly instalments are paid it shall be lawful for the said trustees to suffer and permit the said Franklin Coxe Jr. during his life to receive and enjoy the said rents and profits as if this Indenture had never been made.

And the party of the first part further covenants with and grants to the parties of the third part, their heirs and assigns that from time to time as and when a default is made in the payment of the said installments the parties of the third part their heirs and assigns shall be entialed to enter upon the premises hereby granted and to demand and receive so much of the rents due and to grow due from the said premises as will suffice to pay the installments due on the said covenant and any money they the parties of the third part their heirs and assigns may have paid or shall have advanced or paid to the said Alice C. Coxe, for or on account of the said annuity as <sup>rent</sup> in arrear and due to the parties of the third part or to enter, receive and take all the rents due and payable and to grow due and payable from the estate hereby granted and after paying the installments due under the covenant herein contained and all costs and charges incident to such entering and collection to pay over the residue to him the party of the first part during the term of his natural life or in their <sup>power of the third part their heirs and assigns may enter and take distress</sup> discretion as far rent in arrear for any installments of the annuity due and in arrear and deal with the distress as distresses may be delt with by law of the State or at the