

claims interests debts contracts or liabilities of the said Henry C. Markley

Now therefore know all men by these presents that we the said Henry C. Markley and Bessie C. Gap in consideration and pursuance of the premises aforesaid and for the purpose aforesaid, and in further consideration of the sum of Five Dollars by the aforesaid Thomas M. Cox to them the said Henry C. Markley and Bessie C. Gap paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and granted, bargained sold released assigned confirmed and delivered, and by these presents do hereby grant bargain sell, release assign confirm and deliver unto the said Thomas M. Cox, all and singular the rights title interest claims and estate legal and equitable in present or in future to which the said Bessie C. Gap is now or may hereafter become entitled in any property or estate, real personal, or mixed in the State of Virginia, Meponis and South Carolina or elsewhere either by her own right, or as a legatee under the will of the late Maj Benjamin Bass, and also any way and all other right title interest claims, and estate legal and equitable in present or in future, to which the said Bessie C. Gap is now or may hereafter in any wise become entitled, together with all and singular the rights, franchises incidents and appurtenances to all and singular the same belonging or in any wise incident or appertaining, to have and to hold all and singular the rights title interest claims estates and premises before mentioned unto the said Thomas M. Cox his successors heirs and assigns forever, but only to, for and upon the following use purposes and benefits and for no other purpose whatsoever that is to say, In trust for and to the sole separate and exclusive use benefit and behoof of the said Bessie C. Gap and to suffer the said Henry C. Markley to use, occupy and enjoy the same, and to receive the rents income and profits thereof for and during the term of the natural life of the said Bessie C. Gap free from all claims interests debt contracts and liabilities past present or future of the said Henry C. Markley or any other person whatsoever, and in trust further that at any time during the life of the said Bessie C. Gap the said Henry C. Markley with and by the consent of the said Bessie C. Gap may sell and convey any portion the said trust estate and reinvest the same the said Thomas M. Cox executing and receiving title for the same, and so also as to subsequent sales and reinvestments such reinvestments never the life in all cases to be held upon the same terms trusts and conditions as aforesaid and set forth and in

all such sales the purchaser shall be in no wise bound to see to the application of the purchase money, and in trust further that at any time during the life of the said Bessie C. Gap she may by a testamentary paper in the nature of a last will and testament to be executed as last will and testament and required to be executed by the laws of South Carolina, or the State in which she may reside at the time when said testamentary paper shall be executed, dispose of any part or all of said trust estate after her death and such disposition shall be in every respect as complete and binding as if the same were done by last will and testament by a competent testator, and in trust further that if the said Bessie C. Gap does not during her life by any of the means aforesaid dispose of the said trust estate or any portion thereof then at her death the said trust estate or any portion thereof remaining undisposed of shall descend, go to vest in and be held by the heirs at law of the said Bessie C. Gap, either present or future to them and their heirs forever in absolute fee simple, free and discharged from all trusts whatsoever the child or children of any deceased child or children taking them respectively the share of such deceased, and in trust further that at any time during the life of the said Bessie C. Gap with the consent of the said Henry C. Markley and the said Thomas M. Cox in writing another trustee may be appointed and substituted to act in conjunction with the said Thomas M. Cox or in stead of him and in trust further that if the said Bessie C. Gap shall survive the said Thomas M. Cox she with the consent and jointly with the said Henry C. Markley shall have power to appoint in writing another person or trustee under the deed in his stead, all such substitutions or appointments to be accepted in writing by the substitute and appointed it is further covenanted and agreed by and between the parties to these presents that the said Henry C. Markley shall in no wise be held responsible or liable for any present or past debt contracts or liability of the said Bessie C. Gap or of the Estate of the late Maj Benjamin Bass.

And we the said Henry C. Markley and Bessie C. Gap do hereby bind ourselves our heirs Executors and administrators to warrant and forever defend all and singular the rights title claims interest and estates aforesaid, unto the said Thomas M. Cox his successors heirs and assigns to and for the uses purposes and trusts aforesaid, against us and our heirs and against all other persons whomsoever lawfully claiming or to claim the same or any part thereof, and the said Thomas M. Cox hereby covenants and binds himself to accept the said trust according