

of a last will and testament to be executed as last will and testament as required to be executed by the laws of South Carolina or of the State in which she may reside at the time when said testamentary paper shall be executed except of any part or all of the said trust estate after her death, and such disclaimer 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 Mrs. Eliz. Howland do not during her life, by any of the means aforesaid dispossess of the said trust estate or any portion thereof at her death, the said trust estate or any portion thereof remaining unprovided of shall descend go to her in and be held by the children of the said Elizabeth S. Howland either present or future to them and their heirs forever in absolute fee simple, free and discharged from all trusts whatsoever, the children or children of any deceased child or children taking amongst them respecting the share of such deceased. And in trust further that at any time during the life time of the said Elizabeth S. Howland with the consent in writing of said James P. Moon she may in writing appoint and substitute another trustee to act in conjunction, with or instead of the said James P. Moon, and in trust further that if the said Elizabeth S. Howland shall survive the said James P. Moon, she shall upon his death have power to appoint in writing another person as trustee under this deed, in his stead, all such substitutions or appointments to be accepted in writing by the substitute or appointee. And we the said Thomas C. Gower and Elizabeth S. Howland do hereby bind ourselves our heirs executors and administrators to warrant and forever defend all and singular the rights titles claims interest and estates aforesaid unto the said James P. Moon 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 James P. Moon hereby covenants and binds himself to accept the said trust according to the said terms limitations and conditions. And faithfully to discharge the obligation thereof "Witness our hands and seals this day and year just aforesaid, signed sealed and delivered

W. A. McDaniel
H. B. McBee as to portion

Thomas C. Gower (S) E. Howland (S)
Jas. P. Moon (S)

The State of South Carolina, I, before me personally came W. A. McDaniel Greenville District 3 and made oath that he saw Thomas C. Gower, Elizabeth S. Howland and James P. Moon sign seal and deliver the foregoing indenture for the uses and purposes therein set forth and that B. R. Lewis was together with this deponent a subscribing witness thereto and that H. B. McBee with him was also present.

Swear to and subscribed before me this 22nd February 1867

Samuel J. Donisthorpe, O. S. A.
& Magt. ex officio

W. A. McDaniel

The State of South Carolina I, Ruth Knowlton, on this 22nd day of Greenville District, February in the year of our Lord 1867 before me William A. McDaniel Clerk of the Court of Common Pleas and General Sessions in and for the District and State aforesaid, the same being a Court of Record and bearing its seal, personally called Thomas C. Gower, Elizabeth S. Howland and James P. Moon and acknowledged that they did execute the foregoing indenture between themselves, for the consideration and purposes, and at the date thereon set forth in testimony whereof these presents set my hand and the seal of said Court at Greenville Court House in said District and State this day and year aforesaid.

Seal W. A. McDaniel
C. C. S. & G. S.

Recorded 2nd day of March 1867

M. L. Lewis	G. W. Garrow	State of South Carolina
399,	399,	Greenville District.
Mr. Newton Brison	for his	Know all men by these presents that M. L. Lewis
	for his	Garrow of Greenville District in the State aforesaid
	for his	and for and in consideration of six hundred and fifty dollars \$650.
	for his	to me in hand paid by Mr. Newton Brison of Laurens District in the State aforesaid have granted bargained sold and released and by these presents do grant bargain sell release and convey unto the said Mr. Newton Brison all that tract or parcel of land lying being and situated in Greenville District on the waters of North Alburnett Creek bounded by lands of Thomas Goldsmith Garrow Vaughn farm McDowell John Thomas Seddon and Jonathan Garry containing fifty eight and two quarters acres 58 1/4 more or less and more fully represented by a plat hereunto annexed together with all and singular the rights, members, inheritments and appurtenances to the same belonging or in anywise incident or appertaining, to have and to hold all and singular the land premises unto the said Mr. Newton Brison his heirs and assigns for ever, provided nevertheless and upon condition that if the said M. L. Lewis Garrow his heirs executors or administrators shall well and truly pay or cause to be paid unto Mr. Newton Brison his certain attorney, executors, administrators, or assigns the sum and just sum of six hundred and fifty dollars \$650, the times, conditions and payments of which will be more fully exemplified by him, several promissory notes given for two hundred and sixteen and two hundred dollars \$216.00 each then and in such case and at all times from henceforth herein present and all the estate hereby granted and every article, clause and sentence herein contained shall cease determine and be utterly void to all intents and purposes, anything herein contained to the contrary notwithstanding, given under my hand and seal first day of November AD one thousand eight hundred and forty six.

Signed sealed and delivered in the presence of B. R. Lewis, his wife, H. B. McBee, H. F. Bullock, C. C. S. & G. S. of W. A. Evans, H. F. Bullock, C. C. S. & G. S.

The State of South Carolina Personally appeared before me Ruth Knowlton Greenville District 3 and deposed that he saw W. A. Lewis, his wife, H. B. McBee, H. F. Bullock, C. C. S. & G. S.