

Servally, Legally and possessed of Considerable Estate in Lands besides personalty it is agreed by and between them and the party of the third part that a marriage settlement be made and the estate aforesaid settled as hereinafter set forth and described. Now therefore in Consideration of the said intended marriage and of two Dollars to the said party of the second part by the said party of the third part paid the receipt whereof is hereby acknowledged the said Sarah Ann Lynch hath granted bargained sold and released unto the said Davis W. Hodges all that tract or plantations of land situate in Sumner's District aforesaid on both sides of the North Fork of Sassafras river containing by rounded acres more or less adjoining lands of John Garsner Richard Howard Davis W. Hodges David Humphrey and Hodges & Davis the tract being the same tract known as the Hodges Place and is more particularly described in the deed of John M. Lynch to Davis W. Hodges Trustee bearing date the 25 day of August 1865. and recorded in the office of the Register of Meigs County for Greenville District Book A. 4. Page 211. Together with all and singular the rights members hereditaments and appurtenances to the said tract belonging or in anywise incident or appertaining to same and to hold all and singular the premises aforesaid to the said Davis W. Hodges his heirs successors and assigns. In trust nevertheless for the sole use of the said Sarah Ann until her intended marriage shall take place and from and after the solemnization thereof then in trust to receive and apply the rents issues and profits thereof to the joint use of the said Sarah Ann and the said John H. Goodwin during their joint lives free from all debts contracts or liabilities of the said John H. Goodwin and in case the said Sarah Ann shall survive him then the said Davis W. Hodges Trustee as aforesaid shall convey the said tract of land to her in fee simple and it is hereby covenanted and agreed by and between all the parties to these presents that the said Sarah Ann shall have full power notwithstanding her coverture to dispose of the said tract of land by her last will and testament and the said Davis W. Hodges shall convey the said land after her death to such person or persons use or uses as she shall devise & appoint to be done and in default of any such appointment then he shall convey the said land before described to such persons as would be entitled to receive it as her heirs under the Statute of distribution of this State. And in consideration of the said intended marriage & premises it is further covenanted stipulated and agreed by and between the said Sarah Ann Lynch and the said John H. Goodwin that she do release relinquish and disclaim and she does hereby disclaim release relinquish and forever renounce all right title interest and estate of dower or inheritance which she might have or acquire in and to all and singular the land and estate real personal or mixed now owned and possessed by the said John H. Goodwin or which he may hereafter acquire

during the coverture to the intent that she shall not inherit any part of his estate real or personal or claim dower in his lands or any of them. And he on his part agrees not to claim in law or equity any further right or interest in the land aforesaid of the said Sarah Ann after the intended marriage other than he is expressly entitled to by virtue of this deed of settlement. And the said Sarah Ann and the said John H. Goodwin do severally agree with the said Davis W. Hodges Trustee aforesaid that upon their joint written request he may sell and convey the whole or any part of the said tract of land before mentioned & described upon such terms as they may direct. and receive the consideration money thereof and invest the same for the like uses and purposes and trusts hereinbefore described with respect to the original trust. and the said Davis W. Hodges shall upon the joint written request of the said Sarah Ann and John H. Goodwin appoint by deed or last will and testamentally such person as they may designate as trustee in his room and stead who shall possess like powers with those hereby conferred on the said Davis W. by virtue of these presents. In witness whereof the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written signed sealed and delivered in the presence of

John H. Goodwin
 Sarah Ann Lynch
 Davis W. Hodges

John A. Barker
 James M. Alexander

The State of South Carolina Personally appeared John A. Barker of Greenville District a Justice of the Peace who being duly sworn say that he saw John H. Goodwin Sarah Ann Lynch and Davis W. Hodges sign seal and deliver the within articles of agreement for the purposes therein mentioned and that James M. Alexander together with himself witnessed the due execution of the same sworn to before me the 17th day of June 1867

John A. Barker

Recorded 18 June 1867

John Praser No. 467 James S. Barnwell	<i>[Signature]</i>	The State of South Carolina Charleston District In consideration of the execution of a conveyance by James S. Barnwell to Theodore B. Mequer of the lands therein described and of the receipt of five dollars from the said James S. Barnwell we do hereby satisfy the within mortgage and cancel the bond which secured the within debt of us have hereunto set our hand and seal this twenty fifth day of April A. D. eighteen hundred and sixty seven at Charleston sealed and delivered in presence of J. C. Brewster A. Macbeth
--	--------------------	---

John Praser No. 467

See Mortgage Recorded in Book 3 Page 729