

has been made by the agreement mutually signed
Given under my hand and seal Sept 18 1851 Samuel Statham

The undersigned witnesses to the settlement made by Samuel Statham and Caroline
Statham on the 18th Sept 1851 hereby certify that the following clauses and alterations
made at the instance of the parties before the instrument was signed viz
the second page making each five hundred and twenty nine and one sixth
dollars on same page the word equal struck out On the third page the word
struck out and eight interlined and the words and twenty nine and one
sixth the dollars; struck out

In the additional covenant signed by Mr Statham. The
Schedule; so and so struck out before signing G. F. Jones

Sept 18 1851 William Choice

I accept the appointment of Justice under the will of Dec 21st Oct 1851 Wm Choice
South Carolina Personally appeared before me G. F. Jones and made oath
Quinnell District that he saw Samuel Statham and Caroline Statham sign
that and deliver the within deed for the use and purposes therein mentioned and that
he there with himself in presence of each other witnessed the due execution of the
same I then to and subscribed before me this 20th Oct 1851
G. F. Jones

The undersigned desires of making an equal distribution of his estate
between himself Mrs S and the four children share and share alike My debts paid
the said every piece of property to be valued and Mrs S to take her choice either
in cash or any piece of property which will be at once turned over to her person
for her own use and disposal forever The residue to be kept together in the hands of
said Caroline Statham as Trustee for maintenance Education clothing &c of the
children and the undersigned until the youngest become of age or married The residue
to be equally divided according to the wish and will of the undersigned if
he should die to be equally divided between the surviving children or their legal
representatives The distribution to remain permanent except to correct errors and
omissions The undersigned and Mrs S agree to relinquish all control over each
the other of their personal property or marital rights Also each released from all obliga-
tions a liabilities for the other yore Should any thing be collected hereafter by
any or a Executor from her debts or other property which of right is a part of my
estate and not here represented is to be divided as above giving Mrs S her equal
share with the rest The undersigned would undertake the guardianship of the
children Should therefore think him competent 2nd Sept 1851
Samuel Statham

And it further agreed by the undersigned that should the G. F. Jones's trade
or other pursuits realize any clear profit over and above the support and needs
any expenses of the business and also of himself and children that he will
divide the nett profits so arising in the manner as above To wit giving
the said Mrs Statham one ninth part of the aforesaid nett profits stipulating and con-
tinuing however that the said ninth part is not to exceed Two hundred dollars in
any one year, no matter how large the nett profits may be in the said year, to be paid