

to be secured to be paid under the provisions as hereinafter conferred have granted bargained sold and released and by these presents do grant bargain sell and release unto Thompson H. Locke all those pieces parcels and lots of land situate and lying in the City and County of Newcastle and State aforesaid commencing at a stake on corner of a cross street and what is known as Mulberry Street running thence N 6 1/4 E One hundred and seventy three feet to a stake on said Mulberry street, thence N 4 1/2 W one hundred and twenty five feet and five inches to a stake on lot No. 201, thence S 85 1/2 W one hundred and fifty feet and four inches to a stake on street, thence S 4 1/2 E two hundred and sixteen feet and seven inches to the beginning corner containing two Rods and fourteen Poles more or less according to a survey and plat of James M. Dickson Surveyor and known on said plat as lot No. 201, thence also that other lot or parcel of land lying in the said City - County and State aforesaid, commencing at a stake on street, running thence S 4 1/2 E one hundred feet to a stake on lot No. 201, thence N 85 1/2 W one hundred and fifty feet and four inches to a stake, thence N 4 1/2 W one hundred feet to a stake on street, thence S 85 1/2 W one hundred and fifty and four inches to the beginning corner containing one Rod and fifteen Poles according to a survey and plat of James M. Dickson Surveyor and known on said plat as lot No. 199 - Together with all and singular the rights members hereditaments and appurtenances to the said lots or parcels of land belonging or in anywise incident or appertaining. To have and to hold all and singular the said premises herein described unto the said Thompson H. Locke and his heirs forever. In trust nevertheless for and upon the following purposes uses and trusts, First with power to execute and deliver his bond for the sum of Eighty Dollars to the grantors herein, and his mortgage upon the premises above described to said grantors to secure the payment of the said sum of Eighty Dollars and interest thereon from the sixth day of July in the year of our Lord one thousand eight hundred and seventy eight, this sum being the balance of the purchase money for said lots or parcels of land. Secondly, In trust for the sole separate use benefit and behoof of Margaret A. Locke, the wife of the said Thompson H. Locke and her children, to wit: Anna P. Locke, Florine J. Locke, L. L. Locke, Thompson H. Locke junior and Mamie J. Locke for and during the natural life of the said Margaret A. Locke, and after her death for her said five children herein before named until the youngest thereof to wit: Mamie J. Locke shall attain the age of twenty one years, at which time this trust shall utterly cease and determine and the said lots or parcels of land hereby conveyed shall vest absolutely in the said five children free and discharged from all trusts, and the said lots or parcels of land hereby

#20

#19

conveyed not to be subject however in anywise to the debts or liabilities contracted by, or the present debts or liabilities of the said Margaret A. Locke or the debts or liabilities hereafter made or incurred by her or the said five children prior to the determination of this trust, Thirdly with power to mortgage or encumber the said lots or parcels of land for the purpose of improving the same. Fourthly with power to the part of the said trustee, but not the successor or successors of him, to sell said lots or parcels of land and improvements thereon any part of parcel thereof, either at public outcry or privately as he may deem best without the consent of the said certain give trusts whenever in his judgment he may deem it best to do so, and reinvest the proceeds of such sale in other property Real or personal, subject to the limitations and conditions contained in this trust. The purchaser at such sale not to be in anywise responsible for the reinvestment of the purchase money by the trustee herein named, only; and in the event of the death of the said Thompson H. Locke trustee under and by virtue of these presents, before her the said Margaret A. Locke, she is hereby authorized and empowered by writing under her hand and seal to nominate and appoint his successor as trustee for the purposes of the trusts herein, and should the said Thompson H. Locke trustee as aforesaid survive his said wife Margaret A. Locke, then in the event of his death before the youngest of said five children shall attain the age of twenty one years, those of said five children who may have attained the age of twenty one years are hereby authorized and empowered to nominate and appoint a successor or successors as trustee of him the said Thompson H. Locke, trustee as aforesaid, by writing under their hands and seals and should the said Thompson H. Locke trustee and his said wife both die before any of the said five children attain the age of twenty one years, then it shall be the duty of the said five children to apply to the proper Court for the appointment of a successor or successors as trustee of him the said Thompson H. Locke trustee as aforesaid, And we do hereby bind ourselves our heirs executors administrators and assigns to warrant and forever defend all and singular the said premises unto the said Thompson H. Locke, his successor or successors (as trustee or trustees) and assigns against us and our heirs and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by through and under us as trustees as aforesaid. In witness whereof we have hereunto set our hands and seals this seventeenth day of February in the year of our Lord one thousand eight hundred and seventy nine and in the one hundred and third year of the sovereignty and Independence of the United States of America this being a special deed by request of Howard Sequed sealed & delivered in the presence of

Wm. H. Bates
W. J. McCallister

People who paid the cash portion of the purchase money, etc. and was not present on the day of sale, as the same were not completed with at that time by the purchaser.

J. H. Lower
Whitcomb