

determines and he of no effect in testimony  
 whereof we received that our Grand Jurors  
 and also the grand jury above mentioned  
 who presided of  
 P. D. Welch } Geo. Cunningham  
 as to signature of J. H. Cunningham } J. H. Simpson

State of Georgia }  
 County of Chatham }  
 I, Geo. Cunningham }  
 Sheriff of said County }  
 do hereby certify that the within written agreement  
 between the parties named herein  
 was made and signed before me this 8<sup>th</sup> day of  
 October 1880

W. H. Johnson }  
 Notary Public }  
 State of South Carolina }  
 County of Beaufort }  
 I, W. H. Johnson }  
 Notary Public }  
 do hereby certify that the within written agreement  
 between the parties named herein  
 was made and signed before me this 17<sup>th</sup> day of  
 October 1880

W. D. Pratt }  
 Notary Public }  
 Recorded for 3<sup>rd</sup> Feby 1881

338 Jacob Easton }  
 Agreement between }  
 Heirs of Jas Easton }  
 and }  
 State of South Carolina }  
 County of Beaufort }  
 This Court this }  
 day signed and }  
 into between the Heirs at Law and distributees  
 of James Easton deceased to wit Jacob Easton  
 his widow and success Wm Easton James O.  
 Easton Matthew S. Easton William C. Easton & Ben  
 James Easton his children witnesses  
 whereas the said James Easton died about the  
 22<sup>nd</sup> day of September A.D. 1865 intestate leaving  
 a very considerable real and personal estate

and whereas no division or partition of either the real  
 or personal estate has ever been made, and the same has  
 been up to this time in the possession of the said Jacob  
 Easton and the said Jacob Easton has used the same property  
 in the execution and raising of the children & has con-  
 siderably improved the real estate but has nevertheless  
 made some profit out of the same things and  
 whereas it is the desire of the parties hereto to settle  
 the matter amicably and fairly without recourse to  
 the courts it is therefore mutually agreed by and  
 between the parties to this agreement that the said  
 Jacob Easton shall pay to each of the children of the said  
 James Easton the other parties to this agreement the  
 sum of one thousand Dollars in full satisfaction of  
 all debts, use and occupation by her of the whole  
 of the Real and personal Estate of the said James  
 Easton deceased from the time of his death up to the  
 first day of January A.D. 1882, and the payment  
 aforesaid shall within the said Jacob Easton to  
 remain in full possession and enjoyment of  
 said real and personal Estate without addition-  
 al rent or charge up to the said first day of  
 January 1882, and the payment of the said  
 one thousand Dollars to each of the parties afo-  
 resaid shall amount as a full discharge of the  
 said Jacob Easton from all liability to account to  
 the other parties hereto for any rent use or occupa-  
 tion of any of the Real or Personal Estate afo-  
 resaid. The effect of this Agreement being to settle  
 all transactions growing out of the said Estate be-  
 tween the heirs thereof up to the said first day  
 of January A.D. 1882, but leaving the interests  
 of each heir in the real estate intact, and in  
 the personal property left by said James Easton which  
 has not been used, or consumed, preserved  
 so that each may demand a division thereof  
 on or after the said first day of January 1882.  
 It is further understood and agreed that the said  
 Jacob Easton shall receive to said James Easton his  
 interest in the Atlantic land tract of land and