

Boston and the remainder in case the said Mary, Es.
 Hightower did without children being born to her
 said children and whereas by the fifth clause of
 said Will the Testator made a provision for his daughter
 Emily A. Hightower precisely similar to that made for
 his daughter Mary E. Hightower save that the said
 Mary E. Hightower was appointed her executor and
 whereas by the first clause of said Will the Testator
 provided that the whole of his estate real and
 personal should be kept together under the direction
 and management of his widow Delia W. Hightower
 who was also his executrix until the children grew
 up and married or became of age she to use
 such part of the Estate in the support of herself
 and the support and education of the children
 as might be necessary and to invest the remainder
 as she might think best And whereas by the third
 clause of said Will Testator gave to his wife during
 her life his Home Place with his household and kitchen
 furniture farming tools and land streets and
 whereas by the seventh clause of said last will
 and testament the Testator provides as follows
 to wit At the death of my wife I direct the Home
 Place to be sold and all the streets, tools and so
 forth and the proceeds equally divided among
 my children or my children may have the prop-
 erty valued and laid at valuation under the limi-
 tations and restrictions already mentioned in regard
 to their respective bequests And whereas the said
 Delia W. Hightower has lately departed this life
 having found it necessary to use almost the
 entire personal estate in the support of herself
 and the support of and education of the children
 And whereas the said Mary E. Hightower and
 the said Emily A. Hightower have never mar-
 ried and being sorely afflicted it is not likely
 that they ever will
 And whereas at an appraisement of all of said
 Testator's real estate it was found that the tract
 devised to Testator three days was worth seven
 hundred dollars and the Home Place worth
 the sum of eight hundred dollars and the

deemed best to distribute said estate in such a way
 all the debt of the Estate having been thereupon paid
 And therefore I now all men by these presents that
 I the said John W. Hightower in my own right
 and on behalf as aforesaid and the said Will to hold
 O Hightower in consideration of the premises and of the
 sum of one dollar by each to the other parts hereunto
 whereof is hereby acknowledged have mutually covenanted
 and agreed and do hereby mutually covenant and
 agree to and with each other to accept of the appraisement
 and valuation of said lands and that the said John W.
 Hightower and the said James H. Hightower as Trustee
 of aforesaid shall have and hold said Home Place
 for the support of said Mary E. Hightower and Emily
 A. Hightower during their respective lives and if the
 income therefrom should be insufficient to support them
 as it is now considered that it may be then it is authorized
 and agreed by and between the said parties that the
 said John W. Hightower and the said James H. Hig-
 htower as Trustee as aforesaid shall and may be paid
 beyond said Home Place or the proceeds of the sale
 thereof after the death of the said certain person or
 and all such sum as they may respectively have had
 to pay for the support of said certain person or
 care of said income and also for any necessary repairs
 or expenses on said place
 In Witness Whereof the said parties have hereunto
 interchangedly set their hands and seals this day
 and year first above written
 Executed in Presence of
 J. W. Hightower 28
 J. H. Hightower Trustee 28
 J. H. Hightower 28
 J. H. Hightower Trustee 28
 M. C. Hightower 28
 R. D. Jagger
 State of North Carolina
 County of Greenville & Before me personally
 Comer G. G. Wells and many with that he
 saw the above signed J. W. Hightower and J. H.
 Hightower for themselves and as Trustee and the
 said M. C. Hightower execute the within agreement
 for the purpose and purposes therein mentioned
 and that he with R. D. Jagger with me