

to be shortly had and so amended between the said W. S. Williams and the said Emma Julia Mauldin and upon the trial of the said marriage it has been agreed that the future of the said Emma Julia consisting of the property specified and mentioned in the Schedule hereto annexed shall be settled and secured to the use herein after mentioned. Now This Indenture Witnesseth That the said Emma Julia Mauldin for and in consideration of the said intended marriage and of the sum of Five Dollars to her hand well and truly paid by the said Thomas P. Smith and B. Presley Smith as and before the signing and delivery of these Presents the receipt whereof is hereby acknowledged with this proviso and covenants of the said W. S. Williams signified by his being a party to and signing and sealing these Presents hath granted bargained and sold assigned transferred and set over and by these Presents doth grant bargain sell assign transfer and set over unto the said Thomas P. Smith and B. Presley Smith all and singular the property of every kind as particulars hereunto annexed and made part and parcel of these Presents To Have and to hold with the same unto the said Thomas P. Smith and B. Presley Smith and the survivors of them their heirs and their executors administrators and assigns In Trust nevertheless and to and for the following uses intents and purposes that is to say In Trust for the said Emma Julia until the dissolution of the said intended marriage and from and immediately thereafter In Trust to receive the dividends interest and annual produce of the said property and to pay the same into the proper hands of the said Emma Julia or to any person or persons whom she shall after the same shall become due and payable from time to time by any note or writing under her hand appoint to receive the same during the joint lives of herself and the said Williams to the intent that the same may be enjoyed by her during the said intended cohabitation for her sole and separate use independently of the said Williams and from and after the death of the said Emma Julia should she die before the said Williams then In Trust for the children children of her the said Emma Julia who may be living at the time of her death and for Emma Julia if she may have died in the life time of the said Williams

the parent would have taken and no more. And in case the said Emma Julia should die in the life time of the said Williams leaving no issue of the said Emma Julia then living then from and after the death of the said Emma Julia In Trust for such person or persons and for such intents and purposes as the said Emma Julia shall by her will appoint and in default of such appointment then In Trust from and after the death of the said Emma Julia for such person or persons as may at that time stand in the legal place of next of kin of the said Emma Julia But in case the said Williams should die before the said Emma Julia then In Trust from and after the death of the said Williams for the use of the said Emma Julia absolutely and free and discharged from all trusts whatsoever and the said Williams and Emma Julia jointly and severally hereby covenant promise and agree to and with the said Thomas P. Smith and B. Presley Smith or the survivor of them their heirs or their executors administrators and assigns that they the said Williams and Emma Julia and each of them shall and will from time to time and at all times hereafter at the request of the said Thomas P. Smith and B. Presley Smith or the survivor of them their heirs or assigns make do and execute any other and further lawful and reasonable act and deed and thing whatsoever that may be necessary for the more complete assuring and confirming for the use aforesaid the property hereby settled and also for settling and securing to the said uses any other property of whatever kind to which the said Emma Julia may hereafter become entitled from any source or in any manner whatsoever or which may have been overlooked and to which she is now entitled. Provided always nevertheless and it is hereby agreed and declared by and between the said parties to these Presents that it shall and may be lawful for the said Thomas P. Smith and B. Presley Smith or the survivor of them to receive payment of the securities hereby settled and also from time to time to sell as well all or any part of the property hereby settled as of the property which shall or may be purchased by virtue of the powers herein contained and to use as well the money so received in payment of said securities as the proceeds of such sales and any other moneys that may come to them on the hands of such securities