This Indenture made and entered into this 23rd day of November 1849 between Sarah A. P. Thomson party of the first part, Samuel J. Sayers party of the second part and P. Henry Thomson party of the third part all of Fayette county Ky. witnesseth That whereas a marriage is contemplated between said party of the first part and said party of the second part & whereas the said parties of the first & second part desire that said party of the first part shall retain the absolute, sole & exclusive use and control of all her land and negroes with power to dispose of the same by last will & testament under certain qualifications and restrictions as hereinafter set forth: Now therefore in consideration of the premises the said party of the first part has this day aliened and conveyed and by these presents gives grants aliens conveys and confirms unto the said party of the third part all her real estate and negroes consisting of about four hundred acres of land in Fayette County Ky. being the same tract of land on which the said party of the first part now resides and the same tract of land which was devised to her by her former husband William Z. Thomson dec'd. twenty eight negroes viz. Billy, her five children, Milly, Ann, Ellen, America & Roger; July, her five children, Scip, Hampton Betsey, George and Sawney; Jenny & her six children Adam, Mary, Lettis, Jacob, Minty and Patsey also Winston, Joe, Kitty, Ralph, John, Harry, Adolphus, Anny & Charles and any all such other real estate and negroes as she may own or be entitled to, to have & to hold to him the said party of the third part said land & negroes In Trust for the sole, separate and exclusive use of her the said party of the first part, who shall at all times have the full and exclusive right of occupying, managing, controling, using and enjoying the same as she may from time to time think proper, except that she shall have no right to cut, sell or dispose of any wood or timber which is or may be on said land; but this restriction is not designed to interfere with her right to cut and use all such wood & timber as is usual and necessary in carrying on the business of farming; nor shall she have the right to dispose of any of said negroes or their increase except to hire them out from year to year as she may see

fit but she the said party of the first part and said party of the third part shall jointly have power to sell any or all of said negroes and their future increase and any and all such wood & timber as they may think proper from said land and the nett proceeds of all such sales shall be held by the said party of the third part in Trust for the purposes of this conveyance the interest on which he shall pay over to her at the end of each year but the principal shall be held with like limitations and restrictions as are hereinafter provided with reference to said land & negroes.

It is further provided by these presents that said land and negroes and their future increase shall forever remain free from any and all such debts and liabilities which she the said party of the first part may owe or be liable for whether as Executrix & devisee of William J. Thomson decd or otherwise, and shall also remain free from all such debts liabilities or charges which she may hereafter contract or create, except such charges as are hereinafter provided for and all of said debts and liabilities shall be paid out of the personal property of said party of the first part and the rents and profits of said land and the hire of said negroes and their increase.

It is further provided by these presents that said party of the first part shall have full power, by last will and testament, executed & published according to the forms of law, to charge said real estate and negroes with the payment of any sum that she may see fit not exceeding the sum of five thousand dollars, in favor of any and all such persons as she may think proper and shall have full power by such will & testament executed and published as aforesaid to give said real estate and negroes and their increase to such of the descendents of William J. Thomson decd as she may choose, but the person or persons to whom she may give the same shall pay to whomsoever she may in said will direct any and all such charges as she may place thereon (not exceeding said sum of five thousand dollars) before he, she or they shall be entitled to receive the same under said will, and in default of such will executed and published as aforesaid said negroes and their

increase or such negros as may not have been sold under the power hereinbefore given and the proceeds of such as may have been sold under said power and the proceeds of any wood or timber that may be sold as aforesaid and said real estate shall at the death of said party of the first part go and descend to the heirs at law of said William J. Thomson dec'd.

And the said party of the third part hereby accepts the trusts herein conferred upon him and agrees faithfully to execute the same and the said party of the second part in consideration of the premises by these presents renounces all claims to the property of said party of the first part which are inconsistent with the objects of this conveyance and ratifies, sanctions and confirms the same.

In testimony whereof the said parties of the first second & third parts have hereunto signed their serval names and affixed their respective seals this day & date first above written.

Signed sealed & delivered in presence of

Louisa Daniel

Anna Eliz Wood.

Sarah A. E. Thomson (seal)

L. J. Salyers (seal)

Henry Thomson (seal)

Commonwealth of Kentucky Fayette County Set
I James A. Grinstead Clerk of the County aforesaid do
Certify that this Deed of Trust from Sarah A E.
Thomson and S. I Salyers to P. Henry Thomson was
on the 3rd day of December 1849 produced to me in my
office and acknowledged by the said P. Henry Thomson
to be his act and deed and ~~on the same day~~ the said
Deed was proved by the oaths of one of the subscribing witnesses thereto Ann Eliza Wood to
be the act and deed of the said Sarah A E Thomson
and S I Salyers and on this day the said Deed
was proved by the oath Louisa Daniel the other subscri-
bing Witness thereto to be the act and deed of the said
Sarah A E Thomson and S I Salyers and ordered to be
Recorded Whereupon the said Deed of Trust together
with the foregoing Certificate hath been duly admitted to
Record in my Office Given under my hand this 12th day
of December 1849 A A James A Grinstead Clk

Sarah A. E. Thomson &c
to
Deed of Trust
P. Henry Thomson
Examined
and Certified by P. H.
Thomson and
Proved by oath of
Ann Eliza Wood
Dec 3. 1849
proved by the oath
of Louisa Daniel Dec
12 1849
Rec'd in Rec'd Book
Vol 26 pages 45 & 5
P. H. Clark