

KNOW ALL MEN BY THESE PRESENTS, That I, LAURA CLAY, of
the City of ~~Lexington~~, in the County of ^{Madison} ~~Fayette~~ and State of
Kentucky, having been appointed a Trustee of certain property
and funds by the last will and testament of Laura Sutton Bruce
deceased, the portion of her said will referring to said
matter being as follows, to-wit :

1903
1903
"FOURTH : I give, devise and bequeath to Laura Clay, as
Trustee, my cottage on N. Broadway #718, also my part of lot
on Bruce Street, both of these pieces in the City of Lexing-
ton, with shares of stock sufficient to make Five thousand
dollars (\$5,000) (house and lot included in this amount).
This amount is to be used for the work of the National Suf-
frage Association. The Trustee is to use her judgment as
to how the money should be used."

And I, said Laura Clay, having accepted said trust and
having begun to carry out the provisions of said will and
being desirous of using and declaring my judgment as to the
use of said property as is provided in and by said will and
fearing that my possible death might prevent my fully execut-
ing my plans, I hereby appoint as custodian of the said prop-
erty so devised and bequeathed to me in trust, the Treasurer
of the National American Woman Suffrage Association, and di-
rect her to pay the income and interest from said trust prop-
erty from time to time into the treasury of the National Am-
erican Woman Suffrage Association, to be expended for the
general purposes of that Association until such time as that
Association or its Kentucky auxiliary, the Kentucky Equal
Rights Association shall institute a campaign for securing to
Kentucky women the right of suffrage, and then and at that
time to use from both principal and income of said trust prop-
erty, sums of money for payments for speakers' salaries,

postage, stationery, literature and such other expenses as are incident to a suffrage campaign and when and after the right of suffrage has been fully secured for Kentucky women to use the remainder of the principal and interest of said trust property for similar expenses in the State which next after the enfranchisement of Kentucky women has a suffrage campaign, and if any balance of said trust property then remains in the hands of the said custodian to pay such balance into the treasury of the National-American Woman Suffrage Association for the general objects of that organization.

I give these directions as to the expenditure of this trust property in accordance with the direction of said Laura Sutton Bruce in said will. The National Suffrage Association to which she referred in her said will is the one with which she for many years had worked, the National American Woman Suffrage Association which was the only national organization for suffrage work which existed at the time of the execution of her said will, or at the time of her death.

WITNESS my hand and seal this 17 day of June

A. D. 1900.

Laura Bruce

(SEAL)

EXECUTED IN OUR PRESENCE

STATE OF KENTUCKY,)
) ss.
COUNTY OF FAYETTE)

I, *Wesley Barrett*, a Notary Public in and
for said County in the State aforesaid, DO HEREBY CERTIFY
that LAURA CLAY, personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appear-
ed before me this day, in person, and acknowledged that she
signed, sealed and delivered the said instrument, as her
free and voluntary act for the uses and purposes therein set
forth.

GIVEN under my hand and Notarial Seal this 17 day

A. D. 1904

Expires February 19, 1906.

111 Wesley Barrett

Copy of Deed of
Trust.

June 17, 1905

Att: Cullorch & Att: Cullorch,
LAWYERS.
104 - HEDGECOCKS LOAN & TRUST BLDG.
CHICAGO

To my Executors:

I desire none of my personal estate sold, but given my family, as follows:-

I give to my sisters my dear Mother's ring to be worn by them a year alternately (I suggest). At the death of the last one I leave it to Maria B. Dudley. I also leave her my papier mache card holder, breakfast castor and photo of her parents, her father's gifts to me. A liquor stand, book holder and a small silver spoon engraved F.K.H., her mother's. To Mrs. John Reid I leave my spoon holder, china card plate, fruit ^{of me} basket, atomizer and egg-timer. To my sister M. J. W. Clay, I leave my silver butter knives. To Laura Clay my watch and holder, eiderdown comfort, the boxes in bed room and warming pan. To Mrs. Mary Clay and Mrs. C. Spears my silver spoons and forks equally divided between them. There are one dozen of each kind of spones, table, desert and tea, four salt spoons, one soap ladle, two dozen forks, dinner and tea. To Mrs. M. Clay I also leave my mother's napkin ring, plated baskets, waiters and custrels. To Mrs. J. Bennett, - half dozen silver knives. To Mrs. Annie Crenshaw, - I leave my ice pitcher and the several articles I gave her mother, - waiter &c. To Mrs. Sydney Clay I leave half dozen silver knives. To Mrs. Alice Kinhead I leave my green china. To L. P. Tarlton I leave my parents' silver tumblers, and my father's mugs, books, paper-holders, and my silver salt-cellars and picture of Ashland. To Jere R. Morton, my nephew, I leave my escri-toire, dictionary stand and Universal Pronouncing Dictionary. To Mary Rogers I leave my mother's chair with white rollers, a bracket, white and blue flower vases, (these are Judith's

Anna has them

gifts to me). My scrap and paper jars and telescope, hearth-brush out of my room, that is, the one that belongs there. To Mrs. James Embry I leave the largest photograph of her uncle, C.C. Rogers, stereoscope, sea shells, chair protector, picture of Library wall and the third of my books. To Wanny Rogers I leave my knit lounge cover, porcelain kettle, Japanese tooth-pick holder and saucer and the third of my books. To Laura R. Rogers I leave my octagon comfort, scratcher, the text "Thy will be done", the third part of my books and some picture on the Library wall. To Laura Morgan I leave her own and her mother's portraits, her own and her sister's and brother's photographs; also a little painting of her father's in the Library with blue eyes and golden hair. To Mrs. James Robbins, Denver, Colorado, I leave my underwear, my cape lined with fur, jet-brooch collar bag, red and white, text "He leadeth me" and a picture in a blue frame. To Oliver M. Smallwood I leave Doyle and Mank's Bible, Shakespeare, my scrapbook and his photographs. To W.H. May I leave my late husband's, C.C. Roger's photograph framed and small, a cane of his cut from the yucca plant at his mother's in the summer of 1860. All of my furniture undisposed of I leave to my nieces, the daughters of M.J.W. Clay, J.G. Hunt and Thomas B. Warfield. My vehicles and horse sell and give the money they sell for to the diocesan mission of the Protestant Episcopal Church in Kentucky.

Should there be any articles in my house my nieces don't want I wish my executors to dispose of.

Witness my hand this day 3rd of Febuary, 1888.

Laura R. Rogers.

Codicil: I leave Mrs. G.W. Ranch my camp chairs and parlor telescope brush.

L.G. Rogers.

N.B. I have sent the dic't to O.M.Smallwood. Please send him by freight car Irwin "Life of Washington" instead of Bancrofts "History of the U.S." L.R.Rogers.

N.B. Do not send my clothes to Mrs.Rollins. My family must dispose of them as they think best. April 5th, 1880. Mrs. James Rollins died March 31st, '90. L.R.Rogers.

N.B. I wish all my bedding not disposed of given to the Protestant Infirmary, and my face towels, if not too much worn. If any of my family want the mars s L.R.Rogers counter-panes let them have them.

Spurline's
Agreement.

1897.

- B. R. Spurline
- 1st I, ~~James~~ ~~Spurline~~ agree to furnish the labor for making twenty-six acres of Corn (now or less) on Mr. N. J. W. Cley's farm 1896. I agree to cultivate the Corn in best manner, shuck & crib the ^{at ten to twelve} Corn, cut & pit ^{up} the fodder substantially. Mr. Cley is to have two thirds of the Corn and all the Fodder. She has the ^{right of} ~~right~~ ^{option} of buying my corn at market price, if she wishes to buy and I am to deliver it, in her crib.
 - 2^d I agree to keep all weeds & briars cut in the corners of the fences, or around the fencing, in time to prevent weeds seeding & briars growing & to keep all stumps picked up & piled to be carried off the field to an appointed place, before corn is planted.
 - 3^d I agree to plough, plant & tend Mr. Cley's garden for her family use & to keep it well worked & free from weeds, without her attention, all the season & to gather all roots.
 - 4th I agree to have all corn destroyed by Cattle or Hogs, for lack of attention to repairing fences.
 - 5th I agree to board any head or heads which Mr. Cley may need to work for her at the rate of six dollars per month which Mr. Cley will pay out of their wages.
 - 6th I agree to run Mr. Cley in every way necessary to her comfort and convenience when in my care or out of it. I agree to milk Mr. Cley's Cow a Cow regularly, morning & evening & give them all necessary attention when in my care or out of it. If on account of sickness or leaving her place before the year is out, I agree to put some one in my place who is capable to fill it, at the same price that I was to serve her.
 - 7th I agree to have Mr. Cley's premises if she becomes dissatisfied with me.

upon her giving me two weeks notice, in order to get a house. All of which my share of crop is securing. Signed by

Wm. J. W. Clay
 I rent a 3 acre lot for ^{3 dollars per year} which I pay ^{in advance} monthly am to keep ^{in it} one cow one horse and hogs for my own use that can not be troubled with Clay or their trespassing will give the pigs as as not to, if she requires me.

If I fail to fill my place as above agreed in case of sickness I agree to leave ^{the house} on two days notice, so that M. J. W. Clay may have the use of it for her ^{family} men.

1897
 Wm. J. W. Clay
 Wm. J. W. Clay

B. R. Spurlin

1. M^{rs} M. J. W. Clay of the 1st part, rent to ~~James~~ ^{James} ~~Clay~~ of the 3^d part ~~rent to James~~ ^{rent to James} ~~Clay~~ ^{Clay} of the 2^d part ~~about~~ ^{about} ~~twenty~~ ^{twenty} six acres of Land to be cultivated in Corn in 1897. M^{rs} Clay furnishes the Land, Team, implements which she has & pays the Blacksmiths bills, necessary bills. ^{Spurlin} ~~James~~ is to cultivate the Land in the best manner, M^{rs} Clay is to furnish oxen & Team to gather in all corn to be deposited in Crib or Pen. M^{rs} Clay will furnish Corn for seed.

2^d M^{rs} Clay will furnish hoes to live in, garden in field to raise vegetables only; firewood which must be down wood or dead wood only; oxen & Teams to draw corn to crib or to pen; all for the sum of thirty-six dollars annually, paid to monthly.

B. R. Spurlin

3^d M^{rs} Clay promises to pay ~~James~~ ^{James} ~~Clay~~ ^{Clay} monthly sixteen dollars when he is working for her & at the rate of ^{seven} ~~eight~~ ^{per} ~~cent~~ ^{cent} per day ^{for} ~~her~~ ^{her} ~~day~~ ^{day} ~~work~~ ^{work} ~~when~~ ^{when} she requires his services whilst in his cups, ~~or~~ ^{or} ~~not~~ ^{not} ~~what~~ ^{what}. Her affairs must be attended to before others, ~~unless~~ ^{unless} ~~when~~ ^{when} circumstances require it, such as ringing a cutting the mouths of hogs or pigs, attending to lame or sick Stock, repairing fences &c.

Spurlin

4th M^{rs} Clay will allow ~~James~~ ^{James} ~~Clay~~ ^{Clay} to use her Cow or Cows if giving milk in her absence provided - he feeds her on his own corn in the winter & give Calf a proper portion of milk, to keep it in good condition. The Cow or Cows must be kept in the Yard & low lit & salted regularly as all cattle must be. M^{rs} ~~Clay~~ ^{Clay} must see to it that the Cow or Cows do not injure Trees or Shrubby in the Yard or Orchard. M^{rs} ~~Clay~~ ^{Clay} must trim the Water Sprouts off the Apple Trees in early Spring.

Spurlin

5th M^{rs} Clay will allow M^{rs} ~~Clay~~ ^{Clay} to raise Chickens, if they are strictly kept from her Corn cribs. No nests will be allowed in her house &c.
 Signed M^{rs} M. J. W. Clay. Signed

THIS INDENTURE, Made this 25th day of March A. D. 1870, between Cassius M. Clay, of the first part, Green Clay, of the second part, J. F. Herrick and Mary Herrick, his wife, of the third part, James Bennett and Sallie S. Bennett, his wife, of the fourth part, Brutus J. Clay, of the fifth part, Laura Clay, of the sixth part, and Annie Clay, of the seventh part,

WITNESSETH, That whereas said C. M. Clay, of the first part, has an estate during his life in all the land hereinafter conveyed, under and by virtue of the last will of his father, Green Clay, dec'd., which will is of record in the Madison County Court, and all the other parties to this Indenture, except ~~J. F.~~ Herrick and James Bennett, as the only children and issue of said Cassius M. Clay have an estate in the said land, subject to the said estate of Cassius M. Clay, under and by virtue of the same last will; and all the parties desiring that the joint interest of said children of C. M. Clay should be severed, and that it should now be permanently fixed by partition what particular land each child shall hold forever in severalty; and the said C. M. Clay having not only agreed to such partition, but has also agreed to sell and surrender to each of his said children his life estate in their respective tracts of land allotted to them in severalty, in consideration of each of said children paying to said C. M. Clay three hundred and sixty dollars annually during life, which life annuity is to be a charge and lien upon the tract of land of such child as is bound to pay the same:

NOW, To carry into effect the said partition and all the said purposes and objects, the parties of the first, third, fourth, fifth, sixth and seventh parts do hereby grant, convey, release and surrender unto the party of the second part, Green Clay, and his heirs and assigns forever,

" All that tract of land situate in Madison County, Ky., and bounded as follows, to-wit: Beginning at the *center* of a water gap on Shallowford creek, corner to Laura Clay; thence down said creek with Jo Jones' line S. 11 3/4 W. 5 poles, S. 18 3/4 E. 10 poles, S. 38 W. 15 poles, S. 17 E. 38 poles, S. 4 E. 88 poles, S. 13 1/4 E. 55 poles to the center of the creek where Irvine's line crosses the same and corner to Jo. Jones (an elm on the west bank of ~~the~~ creek is a pointer); thence with Irvine's line up a branch S. 88 W. 67 poles, N. 82 W. 56 poles, N. 87 1/2 W. 16 poles, N. 68 3/4 W. 14 poles to the center of the Bates creek road; thence along the center of said road as it meanders N. 27 1/2 W. 10 poles, N. 1 1/2 E. 26 poles, N. 72 1/2 W. 46 poles, N. 54 3/4 W. 96 poles, N. 45 W. 13 poles, N. 34 1/2 W. 30 poles, N. 60 W. 38 poles, N. 43 1/2 W. 12 poles, N. 24 3/4 W. 12 poles, N. 18 poles to a stone in said road in Wm. Biggerstaff's line; thence leaving the road and with Biggerstaff's line passing his and Laura Clay's corner a stone, and with her line N. 62 3/4 E. 59 6/10 poles to a stone in a drain corner to Laura Clay; thence N. 28 1/2 E. 136 poles to a stone another of her corners; thence S. 51 1/4 E. 241 poles to a stone on a drain, another of her corners; thence N. 64 E. 6 8/10 poles, ~~N. 87~~ 87 E. 14 poles to the beginning, containing by survey four hundred and twenty-five acres."

above
TO HAVE AND TO HOLD The said tract of land to him, said Green Clay, and his heirs and assigns forever, subject, however, to the annuity of three hundred and sixty dollars, which said Green Clay undertakes to pay to said C. M. Clay and his heirs and assigns during the present year (1870) and in each year thereafter during the natural life of C. M. Clay.

And further to effectuate the said purpose, the parties of the ^{Mary H.} first, second, fourth, fifth sixth and seventh parts do grant and convey, release and surrender to said Mary Herrick, party of the third part, and her heirs and assigns, all that tract of land in the same county and bounded as follows: Beginning at a stone in Laura Clay's line and corner to Brutus J. Clay on a branch; thence with said B. J. Clay's line N. 1 3/4 W. 318 poles to a stone, his corner on another branch; thence down the same N. 75 1/2 W. 28 poles, N. 47 W. 14 poles, N. 17 1/2 W. 10 poles, N. 55 1/2 W. 28 poles to a stone on Jack's creek corner to B. J. Clay; thence down said creek as it meanders N. 21 1/2 E. 41 poles, N. 40 1/2 E. 26 poles, North 40 poles, N. 34 E. 18 poles, N. 51 E. 47 poles to the mouth of a branch; thence up said branch S. 37 E. 27 poles, S. 3 1/4 E. 24 poles, S. 45 1/4 E. 20 poles, S. 40 E. 23 poles to an elm on said branch, corner to the 600 acres; thence leaving the branch and with a line of said 600 acre tract, S. 35 1/2 E. 52 poles to a stone; thence South 22 3/4 E. 111 1/2 poles to a stone on a ridge; thence S. 4 1/2 E. 26 poles to a stone; thence S. 16 1/2 E. 162 7/10 poles to a stone, corner to said 600 acre tract and Laura Clay's lot; thence with her line S. 60 3/4 W. 198 1/2 poles to the beginning, containing 383 3/4 acres and 19 poles://

TO HAVE AND TO HOLD TO said Mary Herrick, and her heirs and assigns forever, subject to the annuity of three hundred and sixty dollars, which sum is to be paid by her during the present year and a like sum in each succeeding year during the natural life of said C. M. Clay, to him, said C. M. Clay, and his heirs and assigns.

And further to effectuate said objects and purposes, the parties of the first, second, third, fifth, sixth and seventh parts do hereby ² grant, convey, release and surrender unto said Sallie ^{Bennett} S. Bennett, party of the fourth part, and her heirs and assigns, all that tract of land situate in the same county, and bounded as follows:// Beginning at a stone on the north bank of Shallowford, near the mouth of Shakergate branch, corner to Laura Clay's lot; thence N. 30 1/2 W. 204 poles to a stone in a line of the 600 acres and corner to Laura Clay; thence with a line of the 600 acre tract East 314 poles to a stone in Samuel Bennett's line, corner to the 600 acre tract; thence with Samuel Bennett's line S. 4 1/2 E. 58 poles, S. 58 W. 10 poles, S. 3 W. 115 poles to a stake, corner to Jo. Jones; thence with his line N. 88 1/2 W. 123 poles to a stake on the bank of Shallowford creek, corner to Jo. Jones; thence down said creek with its meanders S. 72 W. 8 1/2 poles, N. 73 W. 28 poles, S. 75 1/2 W. 34 poles, N. 10 poles, S. 50 W. 15 poles to the beginning, containing two hundred and eighty three and one-half acres.//

TO HAVE AND TO HOLD The said tract of land to her, the said Sallie Bennett, and her heirs and assigns forever, subject, however, to the annuity of three hundred and sixty dollars to be paid by her to C. M. C. Clay and his heirs and assigns during the present year, and a like sum in each succeeding year during his natural life.

And further to effectuate said objects and purposes, the said parties of the first, second, third, fourth, sixth and seventh parts do hereby grant, convey, convey, release and surrender to Brutus J. Clay, party of the fifth part, and his heirs and assigns, all that tract of land in said county of Madison and bounded as follows:// Beginning at a bar post in Wm. ^B Biggerstaff's line, corner to Laura Clay; thence N. 32 1/2 W. 43 poles to a stake, Biggerstaff's corner; thence with his

line S. 82 1/2 W. 24 poles, S. 63 W. 26 poles, S. 72 W. 24 poles to the center of the Tates Creek road, corner to Biggerstaff; thence along the center of the road N. 62 W. 14 poles, N. 47 W. 66 poles, N. 35 1/2 W. 14 poles, N. 22 W. 74 poles to a stake in a drain in Dudley Tribble's line; thence down said drain N. 60 E. 15 8/10 poles, N. 44 E. 24 poles, N. 19 E. 19 poles, N. 39 1/2 E. 33 poles, North 72 poles to an elm near the forks of Jacks Creek; thence down said creek N. 36 3/4 E. 48 poles, N. 70 3/4 E. 41 poles, N. 21 1/2 E. 40 poles to a stone on said creek opposite the mouth of a branch corner to Mary Kerrick's tract; thence up said branch with her line S. 55 1/2 E. 28 poles, S. 17 1/2 E. 10 poles, S. 47 E. 14 poles, S. 75 1/2 E. 28 poles to a stake in said branch corner to Mary Herrick; thence S. 1 3/4 E. 318 poles to a stone on another branch, corner to Mary Herrick in Laura Clay's line; thence with Laura Clay's line S. 60 3/4 W. 29 1/2 poles to the beginning containing 330 acres://

TO HAVE AND TO HOLD Said tract of land to him, said Brutus J. Clay, his heirs and assigns forever, subject, however, to the annuity of three hundred and sixty dollars to be paid by him to said C. M. Clay, and his heirs and assigns, during this and each succeeding year of the natural life of said C. M. Clay.

And further to effectuate said objects and purposes, the parties of the first, second, third, fourth, fifth and seventh parts do hereby convey, grant, release and surrender to said Laura Clay, party of the sixth part, all that tract of land in said county of Madison and bounded as follows: //Beginning at a stone in a field, corner to the 600 acre tract; thence with a line of the same East 65 poles to a stone, corner to Sallie Bennett; thence with her line S. 30 1/2 E. 204 poles to a stone on the bank of Shallowford, corner to Sallie Bennett; thence down Shallowford with its meanders S. 54 1/2 E. 15 poles, S. 28 W. 14 poles, S. 85 W. 7 1/2 poles; S. 3 3/4 W. 30 poles, S. 68 W. 8 7/10 poles, S. 10 1/2 W. 4 7/10 poles to a water gap on said creek, corner to Green Clay; thence with his line N. 87 W. 14 poles, S. 64 W. 6 1/10 poles to a stone, his corner; thence S. 28 1/2 W. 136 poles to a stone in a drain; thence S. 62 5/4 W. 54 poles to two stones, W. S. Biggerstaff's corner; thence with his line N. 34 W. 31 poles, N. 39 1/2 W. 71 poles, N. 57 E. 50 1/2 poles to a stake, his corner; thence N. 32 1/2 W. 18 poles to a bar post, corner to Brutus J. Clay in said Biggerstaff's line; thence with B. J. Clay's and Mary Herrick's line N. 60 3/4 E. 228 poles to the beginning, containing two hundred and seventy-five acres.//

TO HAVE AND TO HOLD TO her, said Laura Clay, and her heirs and assigns forever, subject, however, to the annuity of three hundred and sixty dollars, which sum is to be paid by her to said C. M. Clay during the present year and a like sum in each succeeding year during the natural life of said C. M. Clay.

And further to effectuate said objects and purposes, the parties of the first, second, third, fourth, fifth and sixth parts do hereby grant, convey, release and surrender unto said Annie Clay, the party of the seventh part all the tract of land situate in Madison county aforesaid and bounded as follows: //Beginning at a stone, corner to Sallie Bennett in Samuel Bennett's line; thence with Samuel Bennett's line N. 4 1/2 W. 102 2/10 poles to a stone, his corner; thence N. 86 1/4 W. 45 1/2 poles to a stake on the east side of Shallowford

creek, his corner; thence up the creek with its meanders N. 14 3/4 E. 14. N. 25 1/2 E. 15 poles, N. 29 1/2 W. 4 poles, N. 68 3/4 2 1/2 poles to a stake, corner to S. B. Phelps and said Bennett at the mouth of a branch; thence up said branch and with its meanders and with said S. B. Phelps' lines N. 53 W. 36 poles, N. 68 W. 76 poles to a stone, N. 67 W. 26 1/2 poles, N. 73 W. 30 poles to a stone, said Phelps' corner on the bank of said branch, corner to the home tract; thence with a line of same S. 10 W. 140 poles to a stone on a branch; thence South 16 poles to a stone, corner to the home tract; thence with the lines of the same West 171 poles to a stone in Mary Herrick's line and corner to home tract; thence with said Mary Herrick's line S. 16 1/2 E. 58 poles to a stone, corner to said Herrick; thence East with Laura Clay's and Sallie Bennett's line 379 poles to the beginning, containing two hundred and seventy-five acres."

TO HAVE AND TO HOLD To her, said Annie Clay, and her heirs and assigns forever, subject to an annuity of three hundred and sixty to be paid by her to C. M. Clay, and his heirs and assigns, in the present and each succeeding year during the natural life of said C. M. Clay.

And it is expressly hereby provided that there shall be a lien on each of said tracts of land for the payment of the annuity due and payable by the grantee of such tract, but that no one of said tracts shall be liable in any way for the non-payment of any part of the annuity due from and payable by any other than the grantee of such tract of land. The grant and conveyance herein received by each of the said children of C. M. Clay is the consideration of such grantee's obligation to pay the annuity aforesaid and of his uniting in conveying and granting to each of the other children, and each grantor warrants the land so granted against all claims of him or herself, his or her heirs, and all claims by, through or under each of them to the respective grantees thereof, and to their heirs and assigns.

All the tracts hereinbefore conveyed and granted are parts of one entire tract of land which composed the homestead of Gen'l. Green Clay during his lifetime and has been the homestead of said C. M. Clay since his death, parts of which have been allotted and divided between the children of said C. M. Clay as hereinbefore set forth, and perfected by mutual grants and conveyances.

And the said children of C. M. Clay, being the parties of the second, third, fourth, fifth, sixth and seventh parts, do hereby agree that there shall be a passway thirty feet wide which may be fenced off as a lane, or protected and made available by gate-ways along the line separating the respective shares or tracts from east to west: Beginning at a stone in Samuel Bennett's line, corner to Sallie L. Bennett and Annie Clay, and running thence west on the line between the tracts of Mrs. Bennett and Annie Clay to the corner of the tracts of land said Sallie Bennett and Laura Clay, and thence west on the line between Laura Clay and the home tract, Mrs. Mary Herrick and Brutus J. Clay to a stone in Wm. Biggerstaff's line, corner to the tract of Brutus J. Clay and Laura Clay; which passway, lane or gate-way is to be kept open so long as either of said parties shall desire.

It is agreed and provided that if C. M. Clay shall determine not to collect the annuity from any one or more of said parties of the second, third, fourth, fifth, sixth and seventh parts for any

year, that he will notify in writing such party or parties that he, she or they are not required to pay the annuities due from him, her or them for that year, and thereupon such party or parties shall be absolved from all liability for the annuity or annuities for that year, and same shall be thereby released as completely as if it had been actually paid.

It is furthermore understood, agreed and provided that Annie Clay, being under the age of twenty-one years, and therefore unable to bind herself, the said C. M. Clay, her father, shall sign her name to this instrument and he hereby guarantees that said Annie Clay, on arriving at the proper age, will confirm, ratify and render valid her signature hereto so affixed by C. M. Clay, and make this indenture her act and deed as effectually as if she were now of full age and herself executed this instrument, and its execution on behalf of said Annie Clay in that form shall be as respects all the other parties, deemed and considered as effectual for completing this instrument and making it valid, complete and binding on all the others as if validly executed by said Annie Clay; and this indenture on its execution by the other parties shall be the valid, complete and binding act and deed of all said other parties, the defect ~~XX~~ in the execution of it by Annie Clay to the contrary notwithstanding.

IN TESTIMONY WHEREOF, Said parties have hereto set their hands and seals the day and year first above written.

(Signed) CASSIUS M. CLAY
GREEN CLAY
J. F. HERRICK
MARY C. HERRICK
JAMES BENNETT
SALLIE S. BENNETT
BRUTUS J. CLAY
LAURA CLAY
ANNIE CLAY by C. M. C. (father)

Acknowledged by all the parties.

Laura Clay.

Recd
from
Cassius M. Clay
to
children

I Laura R. Rogers of Lexington, Kentucky being of sound mind and disposing memory do make this my last Will hereby revoking all others by me heretofore made.

First, I have the power of disposing of one half the property and funds held in trust for me, under the will of my Father, and with this and any property belonging to my own estate not hereinafter disposed of, I wish, after paying ~~my debts~~ the bequest to Oliver Smallwood as hereinafter set out, to pay certain obligations of my late husband, C. C. Rogers, and direct that the above mentioned estate shall be applied (if not sufficient to pay all in full) ratably as follows: to the personal representatives of my brother-in-law Robert C. Rogers, to be disposed of by them as part of their decedent personal estate, the sum of three thousand, four hundred and sixty-nine $\frac{60}{100}$, (3,469, $\frac{60}{100}$) dollars; and in lieu of interest on said sum, the further sum of five hundred \$ 500,00 dollars. To the personal representatives of my deceased brother-in-law Jerry Rogers to be disposed of by them, as part of their decedent's personal estate, the sum of thirteen hundred and forty-eight $\frac{93}{100}$, (1,348 $\frac{93}{100}$) dollars; and in lieu of interest thereon, the further sum of three hundred (300,00) dollars: To Rebecca & Mary Rogers, daughters of the late C. Fleming Rogers, of Fayette County, Kentucky, equally, but the survivor to take (in case of the death of the other) the sum of twenty-four hundred and fifty-nine $\frac{95}{100}$, (2,459, $\frac{95}{100}$) dollars, with interest thereon from September 20th 1859 at the rate of six per cent per annum: To Mrs. Mary

De Joe Miller of Terre Haute, Indiana, the sum of six hundred and thirty three $95/100$ ($633,95/100$) dollars with interest from June 3^d 1858.

To Oliver H. Smallwood of Antelope County, Nebraska I bequeath one thousand (1000) dollars, to be held in trust by L. P. Farlton, who shall pay ^{the income} therefrom annually to said Smallwood, who shall receive one half the principal, when he reaches the age of eighteen, and the other half when he reaches the age of twenty one, and should he die before reaching the age of ~~twenty one~~ ^{eighteen} or twenty one, then the principal in the hands of the Trustee respectively, shall be paid by him to the Diocesan Missions of the Protestant Episcopal Church in Kentucky.

If, after paying the bequests under this clause there should be any residue of the said property and funds, I devise of such residue the sum of one thousand dollars (1000) to Laura and Margaret Todd, or the survivor, daughters of Samuel and Caroline Barr Todd, of Columbia, Missouri, and any further residue shall be divided one part to Laura and Margaret Todd, and one part to said Oliver Smallwood.

Second. The other half of the estate taken and held in trust, under my said Father's will, I direct, in accordance with its provisions, shall be divided between my Sister Mary Jane and Caroline. Mary Jane to have two thirds, to pass to her four daughters, Mary, Sally, Laura & Annie and the survivors. Caroline to have one third to pass to her son L. P. Farlton and Grand daughter Josephine Farlton or the survivors.

3^d The money, property and funds which I took, hold and enjoy under the will of my Mother Maria Warfield I do give as follows: one third to my nephew Elisha Warfield oldest son of my deceased brother William P. Warfield.

The other two thirds, in trust, to L. P. Tarlton as follows: to pay annually the income derived from one half, to my niece Harriet W'Brien for & during her natural life and at her death the principal to go to said Elisha Warfield, if alive, and if not, then the income to his Widow, ^{Mary} if alive for and during her natural life, the other half of the income, ^{the Testator shall pay} to Alice, the Wife of my Nephew Nat. W. Warfield for and during her natural life. After the death of said Harriet, or Mary, or Alice, any and all of them, I devise the estate of which they were life beneficiaries equally to Mary & Laura, daughters of my Sister Mary Jane Cley, and their heirs at Law.

4th There shall be no sale of my household and personal effects, silver &c. but my executors shall distribute to them as provided in a paper written and signed by me, dated Feb'y 3^d 1888. with such changes as I may hereafter make, which paper I ~~now~~ do declare a part hereof the same, as if written herein.

5th Any money I may have in Bank at the time of my death shall be paid to the Diocesan Missions of the Protestant Episcopal Church in Ky. after first paying out of it for a head & foot stone to my grave like that at the grave of my Husband.

6th I appoint J. R. Norton & L. P. Tarlton executors of this Will & direct that no security shall be required of them. Witness my hand this day April

4th 1889.

Laura R. Rogers.

Signed & declared to be her will by Laura R. Rogers in
our presence this day of April 4th 1889. J. S. Thompson
H. R. Rogers.

Laura B. Rogers' Will.

4

As a codicil to this Will, I wish, in case of Chronic ill health or a disabling misfortune, Oliver H. Smallwood to have the principal of his legacy.

Laura R. Rogers.

As a second codicil to this Will, I direct that the bequest in the first clause to Mrs. Mary Miller of \$633, 93/100 shall only bear interest from my death, and not from June 3^d 1858; and further, that any residue left under said clause shall go to the Protestant Infirmary now in Lexington, Kentucky, instead of to Laura and Margaret Todd & Oliver H. Smallwood, as provided in said first clause of this Will.

Laura Rogers.

April 2th 1891.

As a third codicil to this Will I direct that the devise in the second clause to my Sister Caroline, now deceased, instead of to her, shall be to her Son, L. P. Jackson and my niece Kate Spears equally share & share, alike.

L. R. Rogers.

State of Kentucky

November Term 1891.

Fayette County Court.

November 4th 1891.

An instrument of writing purporting to be last Will & Testament of Laura R. Rogers deceased was this day produced in open court for probate and filed and the body of said writing was fully proved upon the oaths of R. R. Hayes and M. G. Thompson the two subscribing witnesses thereto. The three codicils thereto annexed were fully proven upon the oath of J. R. Morton to be wholly in the proper handwriting of said Testatrix, whereupon

it is ordered by the court that said writing, be and the same is hereby probated as the true last will and testament of Laura R. Rogers deceased, which has been done.

Attest Theo. Lewis Clerk

By J. B. Gorham.

State of Kentucky.

Fayette County

Set

I, Theo. Lewis, Clerk of the County Court of Fayette, State aforesaid, do hereby certify that the foregoing is a true copy of the Will and Codicils thereto annexed, of Laura R. Rogers, dec'd, as the same appears on record in my office. Witness my hand this day of Dec^r 1891.

Theo. Lewis.

Clerk Fayette County Court.

Codicil to do. Ro. Rogers'
Will.

Green Clay
and others
to
Green Clay
and
others

Copied by Deanna Clay.
from a certified copy
Apr. 4th, 1908.

Book No. 212, Page 351.

Survey made Jan 3rd, 1876.

This indenture made this third day
of Jan'y, 1876, between Green Clay
of the first part, Brutus J. Clay, Jr.
of the second part, Mary C. Her-
rick of the third part, James
Bennett and Sally Bennett, his wife,
of the fourth part, Laura Clay
of the fifth part and Annie
Clay of the sixth part,

Witnesseth: Whereas the above
six parties are jointly entitled
to a contingent remainder upon
and after the life estate of Cas-
sins M. Clay, of whom said six par-
ties are the children, and each
child (except James Bennett, the
son-in-law), is entitled to an
undivided sixth of said re-
mainder in the tract of land
containing three hundred and
fifty acres more or less, situated
in Madison County, Kentucky, on
the waters of Jack's Creek, being
the tract of land on which
was the homestead of General
Green Clay, deceased, under whose

will and testament said tract is held and owned, and the said six children desire to make the interest of each child in said remainder a vested and absolute interest of one sixth each, free from the contingent right of each and all the other children therein; now to carry said object into effect and in consideration of the mutual grants and release which each child by this conveyance receives from the others, each of said six parties do hereby grant release and convey to each of the other five parties all of his or her rights, interests and expectancies in and to each of five sixths of said contingent remainder held by each of said five parties so that each of said six parties shall hold his or her undivided sixth in said remainder in said tract of land, free of all rights, claims or contingencies of the other five parties, and each party doth

warrant and defend against himself or herself and against claiming under them respectively the rights, claims and contingencies herein granted, released and conveyed to the respective grantees thereof.

In testimony whereof each of said parties has hereunto set their hands and seals the day and year first above written.

Green Clay,
 Mary Clay Herrick,
 Sallie L. Bennett,
 Zantus J. Clay, Jr.
 Leama Clay,
 Annie W. Clay,
 James Bassett

State of Kentucky }
 Fayette County }
 I, A. G. Hunt, Clerk of the Fayette County Court certify the foregoing Deed was this day produced to me in my office and acknowledged by Leama Clay and Annie W. Clay to be their act and deed for the uses and purposes therein mentioned, which is hereby.

certified, March 31st, 1876.

A. G. Hunt, Clerk.

State of Kentucky }
Madison County } set.

I, James Tavis, Clerk of the Madison County Court, do certify that the foregoing deed from Green Clay, etc. to Green Clay, etc. was produced to me in my office, and duly acknowledged by Green Clay, Mary Herrick, Salhi G. Bennett and Brutus J. Clay to be their act and deed for the purposes therein set forth, and ordered to be recorded, whereupon the same, together with the foregoing and this certificate have been duly recorded in my office this 19th day of April, 1876.

Att. James Tavis, C. M. C. L.

State of Kentucky }
County of Madison } set.

I, Thos. Thorpe, Clerk of the County Court for the County aforesaid do certify that the foregoing deed was this day produced to me in my office and acknowledged by James Bennett to be his act and deed, Given under my hand this 13th day of Oct. 1888,

Att. Thos. Thorpe, C. M. C. L.

Green Clay }
 to }
 Sauney Clay } Book No. 22, Page 354.
 Dated Jan'y 3rd 1876.

This indenture made this 3rd day of Jan'y, 1876, between Green Clay of the first part and Cassius Marshall his, guardian of his adopted son Sauney Clay, of the second part and Sauney of the third part, all of the County of Madison and State of Kentucky; Witnesseth; That in consideration of two thousand dollars paid to the said party of the first part by the said party of the second part, the receipt whereof is hereby acknowledged, he, the party of the first part doth hereby at the instance and request of the party of the second party convey, grant, assign and release to the party of the third part, the said Sauney Clay, the undivided sixth interest in the land upon which said C. M. Clay of the second part now lives, containing three hundred and fifty acres lying on the waters of Gark's and Tates creek in the said county of Madison and state of Kentucky, be the same more or less, the said land being devised by Green Clay the grandfather of the said party

of the first part to the said C. M. Clay during his life and at his death to his children, of whom the said party of the first party is one and said one sixth interest being vested in fee simple in the said party of the first part by deed bearing date Jan'y 3rd, 1876, made between the said Green Clay, Mary C. Herrick, James Bennett (son-in-law) and Sallie his wife, Leaura Clay, Brutus J. Clay and Annie Clay, children of the said C. M. Clay, whereby said contingent remainder in said land devised to them by said Green Clay, deceased, their grandfather, is decided and confirmed to the said Green Clay, party of the first part and his heirs and assigns forever, to have and to hold said interest of one undivided sixth in the remainder aforesaid to the party of the third part and his heirs and assigns forever, subject to the following contingent and conditional limitations to-wit: that if the said party of the third part would die in the life time of the second party leaving no issue living at his death, or if living issue said issue would die and become extinct in the life

time of said second party, then in either of said events the fee simple of the land and rights hereby conveyed shall pass to and become invested in the party of the second part and his heirs and assigns forever; also subject to this conditional limitation; that if the third party survives the second party,

Copy or
Duplicate

THIS AGREEMENT made and entered into by and between Laura Clay of Lexington, Kentucky; Mary B. Clay, Brutus J. Clay, and Sallie Clay Bennett, and Jas. Bennett, her husband, of Madison County, Kentucky, and Annie C. Grenshaw, and S. D. Grenshaw, her husband, of Richmond, Virginia, Witnesseth:

That whereas M. J. W. Clay, the mother of the parties hereto died a resident citizen of Fayette County, Kentucky, on the 29th day of April 1900 leaving as her only children and heirs at law the said Laura Clay, Mary B. Clay, Sallie Clay Bennett, Brutus J. Clay, and Annie Clay Grenshaw, all of whom are over twenty-one years of age, and whereas an instrument of writing purporting to be the last will and testament of the said M. J. W. Clay will be offered for probate in the County Court of Fayette County, Kentucky; Now, Therefore, in consideration of the natural love and affection existing between the parties hereto, and One Dollar cash in hand paid, the receipt of which is hereby acknowledged, it is agreed between the parties hereto that the said will of M. J. W. Clay be probated in the said Court, and admitted to record, and that all the provisions of said will be carried out into full force and effect, except in so far as the said will disposes of the estate ^{deceased son} of Maria Barr Warfield, and it is agreed between the parties hereto that out of the said *M. B.* Warfield estate there be paid the special devise of Twelve Hundred (\$1200.00) Dollars to Laura Clay, and that one-fourth ^{residue of the} of the said *M. B.* Warfield estate be paid to Mary B. Clay, and that the residue of said estate be divided equally between the four remaining children, Viz: Brutus J. Clay, Sallie Clay Bennett, Annie Clay Grenshaw, and Laura Clay.

It is further agreed that all gifts of personalty made by M. J. W. Clay during her life time be regarded and not interfered with, the provisions of said will to the contrary notwithstanding.

It is further agreed between the parties hereto that the said instrument be admitted to probate for and as the last will and testament of said decedent on condition the property disposed of under said will be divided according to the terms of this agreement, and not otherwise.

It is agreed that should any question arise in regard to the construction of said will as modified by this contract, or any contention arise in regard to any matter with reference to the winding up of said estate the same shall be submitted to the Fayette Circuit Court for determination, and the decision of said court shall be final and conclusive without the right of appeal.

IN TESTIMONY whereof witness our hands, this the ^{14th} ~~14th~~ day of ~~August~~ September, 1900.

Bentus J. Clay
May B. Clay
Sarah C. Burnett
James Clay - Crumshaw
J. W. Crumshaw
James Burnett
Laura Clay.

Agreement about
my mother's will.