

This deed of Trust made and entered into the 11th day of January 1841
 by and between Richard K^ringham of the County of Kenton State
 of Kentucky of the one first part, and Benjamin K^ringham as Trustee
 for the use and benefit of Mary Antonia and Benjamin Fowles K^ringham
 of the County State aforesaid of the other part, Witnesseth, that the said
 Richard K^ringham for the purpose of providing a capital or fund to be
 employed in trade for the use and benefit of his niece and nephew the
 said Mary Antonia and Benjamin Fowles K^ringham children of the said
 Benjamin K^ringham in consideration of one dollar to him in hand
 paid, has granted given transferred conveyed, and by these presents doth
 grant give transfer convey & confirm unto the said Benjamin K^ringham
 as Trustee as aforesaid a stock of dry goods, of wares, merchandize & effects
 to the amount of \$5000. as will be shown by invoices of the same now
 contained in the store-room on the South East side of Main Street in
 the Town of Paris now & heretofore occupied by K^ringham & Co. To
 have & to hold the said stock of goods, wares & merchandize & effects & the proceeds
 thereof to him the said Benjamin K^ringham to the use aforesaid, for
 and during the next ensuing five years, to the use & purposes & under the
 obligations and restrictions hereinafter declared and set forth. That is
 the said Benjamin K^ringham as Trustee as aforesaid shall during
 the time aforesaid employ the said capital stock, and the money
 or commodity into which may from time to time be converted & in-
 vested and reinvested in the course of trade, in carrying on the
 business of merchandizing either alone or in partnership with one or
 more as said Trustee may think fit, and to this end the said Trust
 with upon the credit of said Trust property & fund may purchase & vend
 goods wares & merchandize, or other commodities trade bills, exchange,
 negotiate loans of money and do business at his discretion in the way it
 is usually carried on in this country. And in so doing the said B^r K^ringham
 shall apply his own personal labor attention and skill without charge
 upon said Trust fund or its proceeds, and without charge to the said
 beneficiaries thereof, and all the profits, gain, emoluments & advantages
 which may accrue or arise or be made from the trade of, & use of said

Richard K^ringham

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Benjamin K^ringham

Benjamin K^ringham

No 267

[Faint, illegible handwriting]

trust fund & as the proceeds thereof shall belong to, and be for the use & benefit of the said Mary Antonic and Benjamin Soules Rivingham. And the said Benjamin Rivingham as Trustee as aforesaid without infringing upon the said original trust fund of \$5000. from year to year & from time to time during the five years aforesaid may draw from the proceeds & profits of the said trust fund such a amount as the same in other property or funds for the use & benefit aforesaid as the said Trustee may deem expedient, & may apply the same or any part thereof to their use, as he may judge will conduce most to their welfare. And it is further provided that by the consent of the contracting parties hereto the said trust fund may at any time be withdrawn from the business of merchandizing & employed otherwise for the use aforesaid, as the said parties may agree. And the said Trustee of record do to do shall once a year during the term aforesaid, make to the said Richard Rivingham an expose of the situation of said trust fund of the proceeds thereof, the said contracting parties hereto shall have power both of them concerning therein to annul this deed, & make such other disposition of said trust fund as may be agreed on by them but not so as to divest the said Mary Antonic & Benjamin Soules Rivingham of their right to the profits thereof, which may have accrued at such cancellation of this deed. It is furthermore provided & agreed by the parties hereto that the said Richard Rivingham shall at all times have a lien on the said trust property & fund through all the changes it may assume in the course of trade, and also upon all the profits & investments that may be made of the profits, for the payment of the said original trust fund of \$5000., which said \$5000. at the expiration of five years from this day shall be returned to the said Richard Rivingham by said Trustee in money or in such other commodity as the said Richard may choose to accept it in. And the said Benjamin Rivingham hereby accepts said trust & binds himself for to execute the same faithfully according to the terms & stipulations in reference thereto above contained.

In testimony whereof, the said Richard

Rivingham and Benjamin Rivingham have hereunto set their hands and seals the day & year first above written.

R. Rivingham (seal)
B. Rivingham (seal)

Commonwealth of Kentucky & County of Bourbon Set
I Thomas P. Smith clerk of the County Court of said county do certify that the deed of Trust from Richard Rivingham to Benjamin Rivingham was this day produced & acknowledged before me in my office by the said parties to be their act & deed. Whereupon said deed together with this certificate hath been duly admitted to record in my office. Given under my hand this 12th day of January 1840.

Thos. P. Smith, clk.
By Thos. P. Smith, J. D. C.

Commonwealth of Kentucky & County of Bourbon Set.
I Thomas P. Smith clerk of the County do certify that the foregoing deed of Trust from Rivingham to Rivingham was truly copied from the record in my office. Given under my hand this 1st day of December 1842.

Thos. P. Smith, clk.
By M. T. Hughart, J. D. C.