

Henrietta Aiken and George Edwards

to

Robert Martin, William Aiken

Marriage Settlement

State of South Carolina. This Indenture Tripartite made the second day of July in the year of our Lord One Thousand Eight Hundred and Thirty-Three and of American Independence of the Fifty-Seventh. Between Henrietta Aiken of the First part, George Edwards of the second part and Robert Martin and William Aiken of the third part whereas divine permission a marriage is intended shortly to be had solemnized between the said George Edwards and Henrietta Aiken previous to the solemnization of the said marriage, the said Henrietta should assign and make over all and singular her estate¹ real and personal and such choses in action to which she hath right or is entitled, unto the said Robert Martin and William Aiken and their heirs, executors, administrators and assigns upon the trusts and for the intents and purposes hereafter expressed and declared of and concerning the same. Now, this indenture witnesseth that in consideration of the said intended marriage and impursuance and performance of the said herein before mentioned agreement on the part of George Edwards and in consideration of the sum of ten dollars to the said Henrietta Aiken in hand, paid by the said Robert Martin and William Aiken at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and for [...] other good causes and consideration the said Henrietta hereunto moving, she the said Henrietta Aiken with the consent and approbation of the said George Edwards testified by his being a part to sealing and delivering these presents hath granted, bargained, sold, aliened, released, conveyed and confirm unto the said Robert Martin and William Aiken and their heirs and assigns. All that Capital House and Lot of Land, late the residence of William Aiken Esquire deceased, situate, lying and being in the Parish of St. Phillip without the City of Charleston, butting and Bounding to the west on King Street, to the north on Ann Street, to the East on lands of J. Parker, and to the south on another lot and double tenement adjoining the forgoing. Butting and Bounding to the west on King Street, to the north on the lot of land above mentioned, to the east on land of John Parker and to the south on land of Robert Limehouse; Also, all that other lot of land and house situate, lying and being in the Parish of the St. Phillip and Ann Street aforesaid, butting and Bounding to the north on Ann Street, to the east on lands of R.R. Gibbs, to the west on lands of J. Parker, and to the south on lands of James Elder. Also all that other house and lot of land situate, lying and being on King Street in the Parish aforesaid now occupied by Elisha Carson, butting and bounding to the west on King Street, to the east and south on land of the said Elisha Carson and to the north on lands of Thomas Flemming. Also all that other house and lot of land situate, lying and being on King Street in the Parish aforesaid, occupied by Charles O'neale, butting and bounding to the east on King Street, on the west on another lot herein after mentioned, to the south on lands late of Rowland Rugely and to the north on lands of [Meissenger ?]. Also all that house and lot situate, lying and being on King Street on the Parish

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aforesaid and occupied by J.J. Joseph butting and bounding to the east on King Street, to the west on another lot herein aforementioned, to the north on lands of Blum and to the south on lands of Henry Gedder Also all ²that other house and lot of land situate, lying and being in the same Parish on St. Phillip Street occupied by M. Kirkland butting and bounding to the west on St. Phillip Street to the east on lot herein before mentioned occupied by J.J. Joseph to the north on another lot herein after mentioned to the south on lands of ___ Gedder. Also all that other house and lot now occupied by Mr. Parker situate, lying and being on St. Phillip Street in the Parish aforesaid, butting and bounding to the south on the lot last above mentioned, to the west on St. Phillip Street to the east on land of Mr. Blum and to the north on land of J.J. Bulow. Also all that other house and lot of land situate, lying and being on St. Phillip Street in the Parish aforesaid lately occupied by James Lynah butting and bounding to the west on St. Phillip Street, to the east on the lot herein before mentioned as occupied by Charles O'neale, to the south on land of J.J. Bulow and to the north on lands of A.B. Wilson. Also all those there lots of land situate, lying and being on the south of Magazine Street in the City of Charleston butting and bounding to the north on Magazine Street aforesaid, to the east on land [...] late of William Mazzek to the south on land formerly of John Hume and to the west on land now or late of ___ Neville as the same were conveyed by the late William Aiken by Ralph Griffith, Thomas Griffith and Edward Griffith by three severed deeds, bearing date respectively the twenty third day of February Anno Domini One Thousand Eight Hundred and Twenty; the twelfth day of November One Thousand Eight Hundred and twenty-three of the said lots of land having such dimensions shape and contents as in the title deeds thereof are respectively called for. Also all that other lot piece or parcel of land situate, lying and being in Wraggsborough in St. Phillip's Parish measuring and containing on the north line forty nine feet nine inches, on the east line one hundred and fourty four feet four inches, on the south line fifty feet and on the west line one hundred and forty three feet. Butting and bounding to the north on John Street, to the east on the lot of land of which this was formerly a part now or lately held by Elizabeth Wragg, to the south on lands of William Sims and to the west on land of M. Arthur and the same was conveyed by John Lingard-Hunter administrator with [Willannexted?] of NM Violetta Wyatt to William and Hennrietta Aiken by a deed bearing date the sixth day of March one thousand eight hundred and thirty two. Also all those sixteen lots of land situate, lying and being in the City of Charleston known in the plan of Lingard, Lands as Number one (No.1), Two (No.2), Three (No.3), Four (No.4), Five (No.5), Twenty Eight (No.28), Twenty nine (No.29), Thirty (No.30), Twenty-seven (No.27), twenty six (No. 26), twenty five (No. 25), twenty four (No. 24), Twenty ³three (No. 23), Twenty two (No. 22), Thirty one (No. 31), Thirty two (No. 32) as the same were conveyed by the same John L. Hunter administrator aforesaid to the said Henrietta and William Aiken by deed bearing the same date last aforesaid and having such form dimensions and contents as by the said deed and [?.] there unto annexed, reference being there unto had will now fully and at large appear together with all house, outhouses, buildings, easements, [?] and appurtenances whatsoever to the said several hereditaments and premises herein before respectively described and mentioned, belonging or in any wise appertaining or there with respectively held, used or occupied or deemed, Known or reputed as part, paired or in member thereof or any part thereof, And the

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remainder and remainders rents, issues and profit of all and singular the said premises; And all the Estate right, title intend use, trust claim and demand whatsoever both of law and in Equity of her, the said Henrietta Aiken of in or out of the same premises and every or any part or paired thereof. To have and to hold all and singular the said premises and appurtenances unto the said Robert Martin and William Aiken their heirs and assigns to the use of them the said William Aiken and Robert Martin their heirs and assigns forever in trust. Nevertheless to and for the several uses intent, and purposes and with under subject to the several power, provisos, limitations, declarations and agreements as are hereafter expressed and declared. And this indenture [^ ..?] witnesseth that the said Henrietta for the like causes and considerations as above set forth her thereunto moving and into the like absent of the said George Edwards testified as aforesaid and in the further consideration of the sum of ten dollars to her paid by the said Robert Martin and William Aiken, the accept whereof is hereby acknowledged. Hath granted bargained sold assigned transferred and set over and by these presents doth grant bargain, sell and deliver assign, transfer and set over unto the said Robert Martin and William Aiken their executors administrators and assigns. All that leasehold house and lot situate lying and being in the Parish of St. Phillip at the corner of King and Ann Streets, butting and bounding to the west of King Street to the south of Ann Street, to the east on _____ and to the north on _____ and all the right title interest and Estate therein of William Aiken deceased his executors and administrators in virtue of and Indenture of demise between Elizabeth Wragg of the first part and the said William Aiken of the second part bearing date the first day of May which was in the year of our Lord one thousand eight hundred and eighteen; Also the following fifteen slaves with the future increase and issue of the females to Wit Jacob, Edwin, January, [Aiarch ?], Cyrus, [Rosa ?],⁴ Emma, January, Eliza, Caroline, Peggy Jacob, Rose, Charlotte and Mingo, also the following debts, securities and choses in action, that is to say the Bond of Henry Deas upon which a judgement has been recovered and is of record in the Court of Common Pleas for Charleston district bearing date the _____ upon which the sum of eleven thousand dollars and interest. Also the bond of William E Pledger bearing date April 1, 1829 with condition to pay fourteen thousand six hundred and forty dollars seventy eight cents to William Aiken. Together with a mortgage to secure the same executed to William Aiken and bearing date April 5, 1832 and assigned to the said Henrietta. Also the bond of John A. Alston on which is due the sum of two thousand two hundred and forty one dollars and interest together with a mortgage duty executed to secure the same. Also the bond of John Middleton with condition to pay six thousand one hundred and forty eight dollars 78 cents and interest together with a mortgage duty executed to secure the same. Also the bond of Hereot Armstrong and Simons with condition to pay three thousand one hundred and thirty eight dollars with a mortgage duty executed to secure the same. Also the bond of John Doby [Forth ?] condition to pay three thousand seven hundred and seventy three dollars 95 cents and interest, together with a duty executed to secure the same. Also the bond of Edward Barnwell with condition to pay five thousand dollars and interest together with that portion of the mortgage duty executed which has been assigned to secure the same. Also the note of Miss _____ Elliott for four hundred and ninety dollars. Also all the moneys due and owing upon each and every of the said bonds and notes respectively of by the said persons respectively named at the

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day of the date of these presents, whether upon the said notes and bonds or otherwise and all securities of any kind whatsoever which have been executed or procured to secure the said sums of money respectively or any part thereof. Also one hundred and six shares in the Capital Stock of the Bank of the United States. Also six hundred seventy one shares in the Capital Stock of the Union Bank of South Carolina. Also six shares in the Capital Stock of the South Carolina Bank of South Carolina. Also fifty shares in the Capital Stock of the Union Insurance Company of South Carolina. Also five thousand dollars of five percent stock of the City of Charleston. Also eighty three shares in the Capital Stock of the Columbia Bridge Company. Also eighty two shares in the Capital Stock of the South Carolina Canal and Rail Road Company. Also all and singular the household and other furniture, plate, utensils and chattels of every description now being and remaining or used and in possession of the said Henrietta Aiken within the [..?..] or tenements⁵ now occupied by her as her residence on King Street aforesaid. And also all the houses, carriages and equipage of every description now used and enjoyed by her. And also all jewels, apparel and paraphernalia whatsoever to her the said Henrietta Aiken appertaining or used and enjoyed by her. Also all and singular other chattels, goods, debts, choses in action and estate whatsoever which to her the said Henrietta Aiken hath descended or come from the Estate of her late husband William Aiken or to which she hath any right or title at the time, sealing and delivery of these presents. And also the sum of eighteen thousand dollars in cash. To have and to hold all and singular the same unto them the said Robert Martin and William Aiken their executors, administrators and assigns in trust nevertheless to and for the several uses intents and purposes, upon the several trusts and with under and subject to the several powers, limitations, declarations and agreements hereinafter declared and expressed that is to say in trust for the said Henrietta Aiken, her heirs and executors, administrators and assigns according to the nature of the property until the said intended marriage shall be had. And from and immediately after the solemnization thereof. Then in trust from time to time to receive and collect the rents issues and annual profit of the said hereditaments and the dividends, interest or other income and annual produce of all and singular the other premises, property and estate, thing and things whatsoever herein before mentioned and for and during the term of the natural life of the said Henrietta, and for her separate and exclusive use and behoof, not subject in any manner to the debts, contracts or engagements of the said George Edwards or of any other husband of her the said Henrietta and entirely free from his control, intermeddling or interference in any manner whatsoever, and the said rents, issues, profits, dividends, interest, income and annual produce from time to time to pay into the hands of the said Henrietta Aiken shall please and think fit at her free will and pleasure. Another accepts of her the said Henrietta shall to them the said Trustees be sufficient discharges. And upon this further trust that they the said Robert Martin and William Aiken and their heirs, executors and administrators or the heirs, executors and administrators of the survivors of them shall and will convey assure, assign, transfer, invest, deliver, order and dispose of all and singular the said real and personal premises, thing and things whatsoever herein bore mentioned and of every or any part or parcel thereof to such person and persons and in such manner and [?] to and for such uses, intends and purposes as she the said Henrietta Aiken not withstanding her coverture and as if she were a semesole? Shall by any act or acts, deed or deeds

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in writing or by her act Will and Testament in writing duly executed, direct limit of appoint. And for default of such order, direction or appointment. Then in trust for their heirs, executors and administrators and assigns of the said Henrietta Aiken according to the nature of the property. And it is hereby declared and agreed and it shall and may be lawful to and for the said Robert Martin and William Aiken and the⁶ survivor of them and the heirs, executors, administrators and assigns of such survivor at any time hereafter with the consent and approbation of the said Henrietta Aiken whether covert or sole, testified by any writing under her hand to invest the said sum of eighteen thousand dollars above mentioned or any other moneys belonging to her the said Henrietta in the names of them the said trustees in any other stock or securities or to make loan thereof to any person or persons upon the note on bond of such person or persons secured or not secured as the said Henrietta Aiken may choose to have it and it is expressly declared and agreed that the said Robert Martin and William Aiken or either of them, there or either of their heirs, executors or administrators shall by no manner of means be held responsible for such investment or for the solvency or proper conduct of the person or persons to whom any such moneys shall be loaned or for the final recovery of any bond or notes to be taken as aforesaid, but the said Henrietta Aiken shall be the sole and exclusive judge of the property of such investment of loan and her consent or direction in writing shall be final and conclusive in all respects. And it is hereby further declared and agreed and it shall and may be lawful to and for the said William Aiken and Robert Martin and the survivor of them and the heirs, executors administrators and assigns of such survivor from time to time and at all times hereafter during the lifetime of the said Henrietta Aiken and with her consent and approbation testified to them or the survivor of them representatives under her own hand to make sale, transfer or dispose of the said several premises herein before mentioned, every and any part thereof, and with such consent and approbation testified as aforesaid to lay out and invest the money to arise by any such sale and transfer, and also all such moneys as shall be received or the several debts and choses in action above mentioned and also all other trust moneys when and as the same shall be received or got in or any part thereof respectively in the name or names of them the said Robert Martin and William Aiken or the survivor of them or the heirs, executors, administrators or assigns of such survivor in the purchase of the other lands, tenements, and hereditaments or in the public stock or funds, or in other securities real or personal of a sufficient value to be from time to time in like manner altered, varied, sold, transferred and disposed of when and as often as occasion shall require. And the same trustees and their representatives shall stand seized and possessed of and interested in such new hereditaments, stocks, funds, securities and property and the rents, issues, interest, dividends and annual produce thereof and of every part thereof respectively upon such and the same trusts and for such and the same ends intends and purposes as herein before mentioned exposed and declared or as near thereof as circumstances will admit of. And in case of any sale transfer or disposition to be made as aforesaid by the said trustees or their representatives the receipt or receipts of the said trustees or the survivor of them or his legal representatives⁷ shall be a sufficient discharge to any purchases or purchases for so much of the purchaser's money as shall be therein expressed to be received. And such purchaser or purchasers shall not afterwards be answerable for any loss, misapplication or non-application of

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such purchase money or any part thereof, when any of the said premises shall be sold for a valuable consideration, and such proper receipt shall be signed and given for the purchase money as aforesaid. And it is further declared and agreed that of the same Robert Martin and William Aiken or either of them or any succeeding trustee or trustees to be nominated in their or either of their stead as herein after is mentioned shall during the continuance of any of the aforesaid trusts happen to die or desire to be discharged from the said trusts, or refuse to act in the execution of the same, or in the case the said Robert Martin or William Aiken shall desire to join with him or them any additional trustee or trustees to assist in the discharge of the said trusts, then in the last mentioned case, it shall be lawful for the said Robert Martin and William Aiken or either of them, and in all other cases, it shall and may be lawful to and for the said trustees or the remaining one or other of them or the heirs, executors, or administrators of the survivors of them by any instrument of writing under their or his hand and seal attested by two or more credible witnesses from time to time and as often as by the desire of the said Robert Martin or William Aiken or by the death resignation or refusal to act of the said trustees, or any of them, it shall become necessary or requisite, by and with the consent in writing of the said Henrietta Aiken, to nominate and appoint any other person or persons to be a trustee or trustees for the purposes aforesaid jointly as aforesaid or in the stead or place of the trustee or trustees so dying, desiring to be discharged or refusing to act as aforesaid. And upon such nomination and appointment the said newly appointed trustee or trustees shall be and become seized possessed and interested in all and singular the said trust property in the same or the like manner as the trustee or trustees there before acting. And after such nomination and appointment all such acts, deeds, matters and things shall be done, executed and performed as shall be necessary or advisable for visiting all such trust property as well in the remaining trustee or trustees who shall be willing to act, as in such new trustee or trustees upon the same trusts and for the same intents and purposes as are herein before expressed and declared of and concerning the same respectively or as near there to as may be provided always that the said Robert Martin and William Aiken and such new trustee or trustees aforesaid and each and every of them and the heirs, executors, administrators and assigns of each and every of them shall be chargeable only for such moneys as they shall respectively actually accrue and any one or more of them shall they or either be answerable for the insufficiency or deficiency of any security or securities stocks or funds in or upon⁸ which the said trust moneys or any part thereof may be placed out or invested; nor for any other loss, misfortune or damage which may happen in the execution of any of the aforesaid trusts or in relation thereto unless the same shall happen by or through their own willful defaults respectively. And also that they the said trustees and each and every of them shall and may [?] and out of such moneys as shall come to their respective hand by value of the aforesaid trusts reimburse himself and themselves respectively. And also pay or allow his or their co-trustees all such costs, charges, damages and expenses which they or any of them shall or may suffer, expend, disburse or be put unto in the execution of any of the said trusts, or in relation thereto. And the said George Edwards for himself, his heirs, executors and administrators doth covenant, promise, grant and agree to and with the said Robert Martin and William Aiken and the survivor of them and their heirs, executors and administrators of such survivor and his and their assigns or

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successors in the trusts aforesaid by the presents in manner following that is to say that if the said intended marriage shall take effect that he the said George Edwards shall and will permit and suffer the said Henrietta Aiken to give, grant and dispose of her said separate estate as she shall thereto fit in her lifetime and to make such will or other writing as aforesaid and thereby to give, order, devise, limit and appoint all and singular her said separate estate to any person or persons for any trust, use, intent or purpose whatsoever. And that the said George Edwards shall and will permit and suffer such will have after to be made by the said Henrietta to be proved in such form as is usual, and that the person or persons to whom any part of the trust estate shall be given or appointed as aforesaid shall and lawfully may peaceably have hold, possess and enjoy the same according to the true meaning of any instrument of writing executed as is herein before provided without any left denial, hindrance, or interruption of or by the said George Edwards his heirs, executors, administrators or assigns or any of them. And also that the said trustee, or either of them or their or either of their representatives at any time from and after the solemnization of the said marriage may commence any action or suit in law or equity in the name or names of the said George Edwards and Henrietta against any person or persons for the recovery of any sum or sums of money due or to grow due to the said Henrietta as aforesaid. And that the said George will allow, justify and maintain all such lawful actions and suits and will from time to time and at all time from and after the solemnization of the said marriage upon every reasonable request and at the proper costs and charges of the said trust estate make, do and execute all and every such further act and acts things and things for more gully carrying into effect the true intent and meaning of these presents as by the⁹ said trustees or either of them or their legal representatives, or the legal representatives of the survivor of them or any of their counsel learned in the law shall be reasonably devised or regained. In witness where of the said parties have hereunto interchangeably set their hands and seals the day and year first above written Henrietta Aiken LS. Sealed and delivered in presence of George Edwards LS. John Falls Walker Robert Martin LS. William Boyd _____ William Aiken LS.

The State of South Carolina. Personally appeared before me, John F. Walker and made oath that he saw Robert Martin, Henrietta Aiken and George Edwards sign, seal and deliver the indenture of writing and that he with William Boyd witnessed the same sworn to before me this 22nd day of August 1833 James Kingsman Not. Pub. (Notary Public) Recorded and Examined this 22nd day of August 1833 the following corrections being made [?] "& sealing" & "next" "Further," "one" "heir," "them" & "actually intended" & the inseition made in margin of page 318 "of the Planters and Mechanics Bank of South Carolina, Also one hundred and security fine shares in the Capital Stock.

Maurice Simmons Jr.

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