Jancy Cobb
To
John C. Snead
et al –
Deed of Trust

State of Georgia –

This Indenture of settlement and Trust made and entered into the Twenty ninth day of September in the year of our Lord One Thousand Eight hundred and Forty three and in the sixty seventh year of the Independence of the United States of America; by and between Jancy Cobb, widow, formerly of the district of Edgefield and State of South Carolina, but now temporarily of the City of Augusta, County of Richmond and State first aforesaid, party of the first part; and John C. Snead of said last named city, County and State, James Cobb O'Hara and William Allen O'Hara of Shelby County in the State of Alabama (said William Allen O'Hara now in said Augusta, Georgia) Trustees, for the several uses, purposes and trusts hereinafter made, created and described parties of the second part, Witnesseth that whereas the said Jancy Cobb being now far advanced in years and having a certain property and estate containing of Fourteen negroes slaves as hereinafter enumerated and described and desiring as far as possible to relieve herself from the future personal care trouble and perplexity of the constant oversight and management of her said property and estate, and at the same time intending to provide, insure and guarantee to herself during the balance of her life, a comfortable, full and ample support and maintenance, from said property, and at her decease, to secure settle and set apart the same with the increase, profits and income of the same, in trust for the sole and

separate use of her two daughters (her only children) hereinafter named for the support and maintenance of themselves and their children during their lives, and to their children after their death,- and the said Janey Cobb believing it for the interest of her self and her children that the said property shoned be removed to Alabama and be employed in farming has determined to move herself and one of her daughters residing with her, and the said property to Shelby County, in said Alabama, in the vicinity of her other daughters present residence that such of her said slaves as may be spared from home service may be put at farming, as hereinafter provided for: For which said several considerations, the said Janey Cobb, thereunto moving, as well as the further valuable consideration of the sum of Ten Dollars lawful money of the said United States, to her in hand well and truly paid by the aforesaid Trustees parties of the second part at and before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged hath given, granted, bargained, sold, relinquished and set over in trust and hereby doth forever give, grant, bargain, sell, relinquish and set over in trust unto the said John C. Snead, James Cobb O'Hara and William Allen O'Hara and their successors as Trustees for the several uses purposes and trusts hereinafter named and set forth, and under the several limitations, restrictions and provisions hereinafter contained, all and singular the following negro slaves to wit: Minny, a woman about fifty-three years of age (and her four children) Betty a woman about thirty three years old, Jim, a man about twenty eight years old, Joshua a man about twenty years old, Silvia, a woman about twenty three years old, (and Betties nine children) Wilson a boy about eighteen years old, Hannah a girl about sixteen years old, Mary Ann a girl about fourteen years old, Celia a girl about eleven years old, Elizabeth a girl about eleven years old, Ann a girl about seven years old, William a Boy about five years old, Alfred an infant boy child about five months old, Susan about four years old. To have and to hold to the said negro slaves, and the future issue and increase of the female part of them unto the said Trustees parties of the second part for the uses, purposes and trusts hereinafter named and set forth; against the said Janey Cobb and her heirs, and all and every other person and persons whomsoever - Now then if is the true intent and

meaning of these presents and of the parties thereunto, that the said Janey Cobb, party of the first part, in the first place settles and conveys the said property in Trust, on the said Trustees and their successors for the only sole and proper use, benefit and behoof of her the said Janey Cobb for and during her natural life; the said property to be removed or caused to be removed by the said Trustees, or some of them to said Shelby County Alabama, and the said Janey Cobb and her present family (her daughter Eliza Godwin and Grandson Joseph Godwin) to be removed with them, and the said negro slaves, those that can be spared from the use of the family, to be put at farming on a suitable farm to be purchased by said Trustees, (on the credit of said Trust property) for that purpose, as well as farming utensils, horses, stocks of cattle hogs, and all else necessary and needful for the maintenance of the servants and the carrying on the farm - Also to provide for the said Janey Cobb, as she may desire a good and comfortable residence for herself and family, either on the farm or elsewhere as she may choose, and provide for her comfort, attendance, support and maintenance and that of her said family, fully and amply at all times for and during her life - The said Trustees or some one or more of them, or some suitable person by them to be appointed to superintend manage, conduct and control the said farm, and watch over the interest of the said Trust property, husbanding and managing the same for the increase and augmentation of the said estate as much as may be, after defraying all the needful and necessary current expenses for the support of the said Janey Cobb and family and the surplus and net income from year to year to be applied by the Trustees to the discharge of the debt incurred by in the purchase of the said farm, dwellings, utensils, stock and so forth; all of which purchases, when so made to become a part of said Trust Estate, and when paid for to be in augmentation thereof, and held for the same uses, and under the same restrictions and limitations as the said negroes before named. And further in trust and confidence in the second place; The said Trustees at the death of the said Janey Cobb are then to divide or cause to be divided fairly and equitably into two equal parts, all and whatsoever there may then be of the said Trust property whether lands, houses, tenements, horses, cattle, stocks or what the same may consist being the increase, profits and income of said property and set apart and hold the said two several equally divided parts of said Trust property and estate for the following

uses and purposes and under the following conditions, limitations and restrictions Towit; The one of said equal divided shares or parts to be held in Trust by the said Trustees and their successors for the only and sole separate use benefit and behoof of Cynthia O'Hara wife of James O'Hara of said Shelby County, Alabama for to and in the support and maintenance of the said Cynthia, daughter of the said Janey Cobb as well as that of the support of the children of the said Cynthia, for and during the life of the said Cynthia O'Hara and at her death, her said share to be then divided equally between and given up to her children. But in no event whatever is the said property hereby provided to be settled on the said Cynthia O'Hara during her life and her children at her death to be subject to the debts or contracts of her said husband now existing or hereafter to be entered into nor shall the same ever be subject to any debts or contracts which might be made by a future husband of the said Cynthia O'Hara, should she survive her present husband, and enter into marriage again - And the other equal divided half part of said property to be held by the said Trustees and their successors for the only and sole separate use and benefit of Eliza Godwin the other daughter of the said Janey Cobb, for and during her natural life for the support and maintenance of the said Eliza (during her life) and her child or children, and at her death to be delivered up to her child, or if children to be equally divided between them and delivered up to them - It also being hereby provided and declared that the said property herein provided to be settled on the said Eliza Godwin, shall not in any event hereafter be subject to or liable for the debts or liabilities of any future husband of hers should she hereafter enter into a marriage state. But it is hereby provided and it is the true intent and meaning of these presents and of the said parties hereto, that nothing herein before contained, shall be so construed as to prevent the said Janey Cobb, during her life time by and with the consent of her said Trustees or successors, from at any time, setting apart, any one or more of the before named negro slaves to each of her said daughters, for their assistance and convenience; and letting them have them and their services; provided it be in an equal amount of value to each so as to leave them equal in the remaining Trust Estate, at her death, and any portion of said property that may be so set

apart to be held by said Trustees, from the time it may be so set apart, for the said daughters in trust in like manner as provided for the portions allotted to them, after the decease of the said Janey Cobb, in addition to the property hereinbefore settled on the said Trustees as hereinbefore set forth; also for the same consideration before named hereby assigns, sells, transfers and sets over to the said Trustees in trust for her said daughter Cynthia O'Hara one four wheel carriage and harness bought of H. S. Hoadley for the use and convenience of the said Cynthia and her children to be held by said Trustees for her only and sole use benefit and behoof, during her life, and to be appropriated at her decease in the same manner as the other trust property herein settled on her and in like manner to be free from all liabilities for the debts or contracts of her said husband - Also the said Janey Cobb assigns, transfers and sets over to said Trustees for the consideration aforesaid in trust for her daughter Eliza Godwin one one horse Barouch and harness, and the horse that belongs to the same, bought also of H. S. Hoadley, for the sole and oney use benefit and behoof of the said Eliza Godwin during her life and her chied or children at her death to be used for her convenience and held by said Trustees for the same uses, purposes and trusts and under the like conditions and limitations of the property herein before settled on her after the decease of the said Janey Cobb - And it is hereby provided that if at any time (in future) either before or after the decease of the said Janey Cobb it should become indispensably necessary to sell any port of the property included in any of the aforesaid several trusts, herein and hereby before created then and in that event the said Trustees and their successors shall have full power and authority by and with the consent of the said Janey Cobb, Cynthia O'Hara and Eliza Godwin during the life of the said Janey Cobb in relation to the property settled on her during life, and of the said Cynthia and Eliza in relation to the property settled directly on them, taking immediate effect; and all the property after her death for themselves respectively - but the proceeds of any property thus sold to be reinvested in other property by said Trustees, to be held by them in the same manner as the property sold was held; and subject to the same conditions - And it is hereby further provided that in the event of the death, resignation or removal or refusal to act of said Trustees, or any other incapacity whereby any of their places becomes vacant; then and in that event the said James Cobb, Cynthia O'Hara, Eliza Godwin during the life of the said Janey Cobb and the said Cynthia

and Eliza after her decease, shall have full power and authority to appoint under their hands and seals by deed for such purpose, another and other Trustees in the place or places of those which may have become vacant; And in like manner they may also at any time hereafter appoint one or more Trustees in the place or places of any of the said Trustees, or their successors for the time being, who may have mismanaged, neglected or otherwise abused the trust and confidence reposed in them, thus ceasing the authority of such delinquent Trustee. But in order for the removal of any one or more of such Trustees the consent and approbation of two of the Trustees for the time being shall be required by that purpose - And it is also hereby further provided that Joseph Godwin (now a minor) son of the said Eliza Godwin when he arrives at the age of Twenty one years shall also be included as Trustee for the said Janey Cobb and Eliza Godwin Also that John C. Snead one of the Trustees herein named, shall have power and authority to appoint from time to time by letter of attorney under his hand some person to act for and represent him as Trustee as herein before created, and that his Trusteeship be not vacated by his residence in Georgia - And finally the Trustees parties of the second part as aforesaid hereby covenant to and agree to and with the said Janey Cobb, well, truly and faithfully to do keep and perform each for himself, all and singular the obligations resting on them under and by virtue of their acceptance of the Trusts with which they have herein been invested according to the several provisions of these presents - In witness whereof the said Janey Cobb party of the first part, and John C. Snead and William Allen O'Hara parties of the second part, hereunto set their hands and affixed their seals at Augusta aforesaid the day and year first above written. The said James Cobb O'Hara also party of the second part, to execute in Shelby County, Alabama - and Joseph Godwin when he arrives at full age.

Signed sealed and delivered in the presence of us as to the three first signatures.
Virginia A. D. Snead
Richard Allen Justice of the Peace
O. B. Harris as to the signature of James Cobb O'Hara

Janey Cobb (Seal)
John C. Snead (Seal)
William Allen O'Hara (Seal)
James Cobb O'Hara (Seal)

State of Georgia } Clerks Office Inferior Court.
Richmond County } I, James McLaws Clerk of said Court do hereby certify and make known to whom it may concern, that Richard Allen Esqr. whose signature appears as one of the subscribing witnesses to the due execution of annexed and foregoing deed of settlement and trust, is and was at the time of signing the same a Justice of the Peace in and for said County, duly commissioned and sworn as appears from the Records of my office. In witness whereof I have hereunto set my hand and affixed my seal of said Inferior Court, this twenty ninth day of September Eighteen hundred and Forty three.

James McLaws, Clerk.

State of Georgia, By the Honorable James Harper one of the Justices of the Inferior Court of Richmond County — Be it known that James McLaws, Esquire, whose signature as Clerk of the Inferior Court of said County, with the seal of said Court thereto appended, appears to the above certificate is the Clerk of said Court, duly commissioned and sworn that his certificate is in due form of law and that to all his acts and certificates as such Clerk full faith and credit are due. Given under my hand and seal at Augusta in the County aforesaid, this twenty ninth day of September in the year Eighteen hundred and forty three. James Harper, J. I. C. R. C. (Seal)

The State of Alabama, } Before me John M. McClanahan an
Shelby County. } acting Justice of the Peace in and for said County came James Cobb O'Hara, one of the Trustees named in the foregoing deed of Trust and acknowledged that he sealed, signed and delivered the foregoing deed of Trust on this day for the conditions and considerations therein expressed that accepts the trust &c. In Testimony whereof witness my hand and seal this the 20th day of October A. D. 1843.

John M. McClanahan (L.S.)
Justice of the Peace.

Filed for record Oct. 26, 1843, &
recorded Oct. 28th-1843.
R. S. Griffin clk

State of Georgia,
Whereas Janey Cobb, formerly of the District of Edgefield in the State of South Carolina, but then temporarily of the City of Augusta, County of Richmond and State first aforesaid did on the twenty ninth day of September (Instant) Eighteen hundred and forty three make and execute her certain deed of settlement and Trust whereon she settled and conveyed to John C. Snead, James Cobb O'Hara and William Allen O'Hara in trust, for the several uses, purposes and trusts and subject to the conditions, restrictions and limitations therein expressed and contained certain negro slaves fourteen

in number to be managed, controlled, taken care of, as in said Deed directed - And whereas, also in said Deed it is provided that John B. Snead one of said Trustees shall have the power and authority from time to time to depute and appoint some suitable person, by letter of attorney under his hand to act for and represent him as Trustee in the management of said Trust property. Now Know all Men by these Presents, That I, John B. Snead one of the Trustees under the Deed aforesaid for the purpose of enabling the other Trustees to carry out the views and intentions of the said Jamey Cobb according to the terms and provisions of said Deed of Trust, do nominate, depute, constitute and appoint and by these presents have nominated, constituted and appointed James O'Hara of Shelby County in the State of Alabama, my true and lawful attorney, for me and in my name, place, and stead as Trustee, aforesaid, to do, act, and transact, all and every matter of business, relating to or growing out of the Deed of Trust aforesaid as fully, legally and effectually might or could do the same were I personally present, under and by virtue of my power and authority of Trustee, under said Deed of Trust. I, the said John B. Snead of the City of Augusta, County of Richmond, and State first aforesaid, as Trustee as aforesaid hereby allowing, ratifying and agreeing to ratify, allow and confirm, all and whatsoever my said Attorney may lawfully do or cause to be done, for me and in my name, place and stead as Trustee aforesaid, in conformity with the several provisions of said deed of Trust, - all of which will fully appear by reference to said deed - In witness whereof I the said John B. Snead, one of the Trustees as aforesaid have hereunto set my hand and affixed my seal as such Trustee this Twenty ninth day of September in the year of our Lord, One Thousand, Eight hundred and forty three - Signed sealed and delivered in the presence of } John B. Snead (Seal)
Richard Allen, Justice of The Peace - } Trustee -

State of Georgia } Clerks Office, Inferior Court.
Richmond County } I, James McLaws, Clerk of the Inferior Court of said County, do hereby certify that Richard Allen, Esquire, whose signature as a Justice of The Peace, appears as a subscribing witness to the within due execution of the annexed power of attorney, is and was at the time of the date of the same, a Justice of The Peace in and for said County duly commissioned and sworn, as appears from the records of my office.

Given under my hand and the seal of said Inferior Court. This 29th day of September 1843. James M-Laws, Clerk.
State of Georgia - By the Honorable James Harper, one of the Justices of the Inferior Court of Richmond County.
Be it known, that E. James M-Laws, Esquire, who as Clerk of the Inferior Court of Richmond County, signs the above certificate, is and was at the date of signing the same such Clerk and that full faith and credit are and ought to be given to all his acts as such - and that the same is in due form of law. Given under my hand and seal this 29th day of September Eighteen Hundred and forty three -
James Harper, I.I.C.R.C. (Seal)
Filed 26th Oct. & recorded the 28th Oct. 1843
R. S. Griffin, clk.