

or marry or so soon after the happening of either of the said two contingencies, as the party so attaining the said age of twenty one years or marrying may demand the payment of the same. But the Donor the said James D. Bryant expressly stipulates that he is not to pay, instead of the said sums hereby given granted to the said parties of the second part, or to either of them, but the principal sum only - and whilst the said Donor hereby binds himself to pay the said sum of two thousand five hundred dollars to each of the said parties of the second part, upon the happening of either of the said contingencies already specified, and demand made by them or each of them to the said Donor, yet in the event of the death of either one of the said parties of the second part before attaining to the age of twenty one years or marrying then the gift hereby made to such one shall be null and void.

And should either of the said parties of the second part after attaining the said age of twenty one years continue to reside with the said Donor or fail or refuse to demand the payment of the said sum of two thousand five hundred dollars in that no case no interest is to be paid until such one of the parties of the second part may desire to settle or be established in life.

And the said Donor reserves the privilege and discretion of bestowing property, land or negro slaves upon either of the said three children the said parties of the second part, instead of the said two thousand five hundred dollars, and upon the same conditions the value of which property is to be ascertained and appraised by three discreet, disinterested persons to be chosen by the said Donor and the said parties of the second part.

And should the said Donor the said James D. Bryant die before the performance of the foregoing undertakings and promises, leaving the said Mary L. Nutt surviving as his widow, then the said Mary L. Nutt promises and binds herself and so does the said B. C. Spiller guardian of the said Mary L. promise and bind himself on behalf of his said ward, that the said sums of money or property equivalent, shall be paid or bestowed and delivered before the apportionment of Dower or any portion to her of any kind out of the estate of the said James D. Bryant as his widow.

Witness the following signatures and seals

Jess.

W. W. Briggs

Jno. H. Hurd

James D. Bryant Seal

Mary L. Nutt Seal

B. C. Spiller Seal

Guardian for Mary L. Nutt.

Southampton County In the Clerk's Office, June 27th 1860

This Writing was acknowledged by James D. Bryant, a party thereto and was proved as to Mary L. Nutt and B. C. Spiller guardian of Mary L. Nutt, also parties thereto, by the oaths of W. W. Briggs and John H. Hurd, the subscribing witnesses thereto and admitted to record.

Attest,

L. R. Edwards, C. C.

This indenture made the 15th day of June in the year one thousand eight hundred and sixty, between William C. Mlych, of the County of Greenville, State of North Carolina, of the