

Whereas, Andrew Wyli, Senior, late of Monroe County, recently departed this life intestate, leaving a large amount of real and personal property, and leaving as his only heirs and distributees, his Widow Margaret Wyli, and his children Andrew Wyli Junior, John H. Wyli, Redick, M. Wyli, Anderson M. Wyli, Elizabeth Wyli, Jane M. Wyli, Mary Ann Fodds and her husband James F. Fodds in her right, Margaret Martin and her husband Samuel, M. Martin in her right, and Abner B. Bell and her husband Joseph Bell in her right; and whereas all the aforesaid persons are desirous that there shall be no administration upon said estate of said deceased, and that said property both personal and real shall remain in the possession and custody and under the control of the said widow Wyli, and be held by her as well for her own use and maintenance as for the maintenance and use of said Jane and Elizabeth, while they or either of them remain unmarried; and whereas also, the better to effect the aforesaid objects, it is understood and agreed that said Redick shall, under the direction of said Margaret Wyli, control said property and cultivate said real estate:

Now therefore to carry into execution the objects aforesaid, the Undersigned do hereby, in consideration of the premises, and of the natural affection which they have for the said Margaret Wyli, bargain, sell, convey, release, and remise to her all the aforesaid personal and real property to be held by her, for the purposes aforesaid during her natural life.

But the aforesaid conveyance is made, subject to the following conditions, restrictions, and limitations:

1st

That said Margaret Wylie shall, out of the profits of said property maintain the said Elizabeth and Jane, and shall defray the expenses of the completion of the education of the latter.

2nd. That out of the profits of said property, she shall pay all taxes as they may fall due thereon, and shall, with reasonable diligence, discharge all debts which said estate is or may become liable for, and shall make reasonable repairs and improvements.

3rd. Should the said Redies, under the direction of said Margaret Wylie, control and manage said property and cultivate said real estate, the said Margaret Wylie may, in her discretion, pay him out of the profits of the same, from time to time, such sums as he may be reasonably entitled to for his services, over and above his maintenance; and when the arrangement provided for by this agreement shall terminate, and a final division of said property shall be made among said heirs, if said Redies shall not already have been fully paid for his said services, a just allowance to him therefor shall be made in said final division.

4th. Any profits which may arise from said property over and above what may be necessary to carry out all the aforesaid objects, shall be divided among said Widow and heirs according to the law of distribution of property in force in the State of Indiana: -

5th. Out of aforesaid transfer, twenty two shares of Stock in the New Albany and Salem Railroad, are excepted: and the undersigned do hereby donate and transfer to said Elizabeth

Wylie all their title and interest in and to
said twenty two shares of stock.

6th. The Marriage of said Margaret Wylie
shall render this agreement void.

7th. This agreement shall not take effect
till the same is executed by all the heirs
aforesaid. In testimony whereof we the
undersigned have hereunto, on this 17th
day of August A.D. 1852, set our hands
and affixed our seals.

In presence of:

Andrew Wylie Junior 

Charles De Selding } as to the signature
of Andrew Wylie Junior

McLapierre

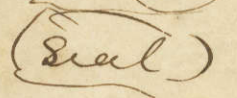
Oliver Butler as to the sig. of

Ed W. Morrison

J. H. Wylie

John St. Wylie 

Aug. 12-53

Mary A. W. Dods 
V. F. Dods - 

The two last signatures
are made with exception
to Art. 3 - & with the understanding
that the estate will be in the
constant care & occupancy of
the said Margaret & Andrew Wylie
who shall prevent as far as possible
unnecessary waste or damage.

In consideration of the foregoing agreement I bind myself
to commit no unnecessary or improper waste or destruction of
the timber on the estate; also that I will charge nothing
for my services, except what I may allowed to retain
out of the profits of the farm alone, and that to be
a reasonable compensation. Witness my hand
and seal this Eleventh day of August One thousand
eight hundred and fifty three
Witness 

District of Columbia
City and County of Washington } D.C.

On this Seventeenth day of August A.D. 1852
personally appeared before me, Charles De Selding, a Commissioner
for the State of Indiana, duly appointed by the Governor of said
State, and qualified, the within named Andrew Wylie Jr.
to me well known, and acknowledged the within Instrument of
Writing to be his act and deed for the purposes therein mentioned.
Given under my hand and Seal of office.

Charles De Selding
Commissioner for the State of Indiana
Within the District of Columbia.

