the receipts of the said Ann McKim Handy alone, whether sole or covert, shall be good and effectual acquittances and discharges for such rents, issues and profits; and from and immediately after the decease of the said Ann McKim Handy, then in trust that the same ground and premises with the rights, privileges and appurtenances, (subject to the restrictions aforesaid) shall descend to and become the estate and property of all and every the child or children the said Ann McKim Handy now hath, and the child or children she may hereafter have, and their heirs and assigns forever, as tenants-in-common, equally; the issue of any deceased child of the said Ann McKim Handy, if any such issue there should be, to take and have the part, share or proportion only to which the parent of such issue would, if living, be entitled; and in case of the decease of any of the children of the said Ann McKim Handy under age, and without issue, the part, share or portion of him, her or them so dying, shall descend to the survivors or survivor of them.

"But in case the said Ann McKim Handy shall depart this life without leaving a child or children, or descendants of the same living at the time of her death, then to the use, benefit and behoof of the right heirs of the said Ann McKim Handy, and their assigns forever.

"And the said Freeborn G. Waters, for himself, his heirs, executors and administrators, doth covenant, grant, promise and agree with the said David T. McKim and John S. McKim, and the survivor of them, and the heirs of the survivor, in manner following, that is to say: that the said Freeborn G. Waters and his heirs, the piece or parcel of ground and premises above described and hereby

conveyed, or meant or mentioned and intended so to be, with the appurtenances, (subject to the restrictions aforesaid) from and against himself and his heirs, and all and every other persons and person legally or equitably claiming or to claim any estate or interest therein, through, by or under him, unto the said David T. McKim and John S. McKim, and the survivor of them, and the heirs of the survivor, in trust for the uses and purposes aforesaid, shall and will warrant and by these presents forever defend.

And also that the said Freeborn G. Waters and his heirs shall and will, at any time or times hereafter, at the reasonable request and proper cost and charge in the law of the said David T. McKim and John S. McKim, or the survivor of them, or the heirs of the survivor, do make, execute, acknowledge and deliver, or cause and procure to be done, made, executed, acknowledged and delivered, all such further and other acts, deeds, assurances and conveyances in the law as shall or may be reasonably advised or devised and required, for the confirmation of these presents, according to the purport, true intent and meaning hereof.

In testimony whereof, the said parties hereto of the first, second and third parts have hereunto subscribed their names and affixed their seals on the day and year above written.

F. G. Waters, (Seal.)
Matilda Waters, (Seal.)
Samuel Hobbs, (Seal.)
David T. McKim, (Seal.)
John S. McKim, (Seal.)

Signed, sealed and delivered in the presence of—
William Wilfield,
Thos. B. Pottinger.