parts hereto, for the compromise and settlement of all the said controversies, and for the assignment, conveyance and release by the said parties of the second and third parts hereto, of all their respective rights, titles, estates, interests, claims and demands, unto all and every the land tenements and hereditaments, and all other the estate and property, whether real or personal, whereof the said John T. Johns, deceased, died seized and possessed, unto the parties of the first part, upon the terms, considerations and provisions hereinafter expressed.

Now this agreement witnesseth, that the said parties of the second and third parts hereby agree and promise, that upon the payment of the sum of sixteen thousand dollars to be made to them, or for their use and benefit, as hereinafter provided by the said parties of the first part, that they, the said parties of the second and third parts their heirs and assigns, will grant, transfer, release and convey, by good and proper deeds, transfers, releases conveyances and proceedings, unto the said parties of the first part, all the respective rights, titles, estates, interests, claims and demands of the said parties of the second and third parts, unto and upon the lands, tenements, hereditaments, and other the estates and property, whether real or personal, whereof the said John T. Johns, deceased, died seized and possessed, especially in and to all the property mentioned to be devised by the said alleged will of said John T. Johns, dated August –, 1866.

And it is agreed that the said sum of sixteen thousand dollars shall be paid as follows:

First. To said Fielder C. Slingluff, attorney in fact

as aforesaid, the sum of twelve thousand dollars, from and out of which he is to pay to the said Benjamin I. Worthington the sum of six thousand dollars, and interest thereon from the 16th day of January 1885, until paid; being the sum advanced to said other parties of the second part by the said Worthington, for account of the purchase of the interest now held by the parties of the second part, under said alleged will, dated August –, 1866, and also such other sums of money which the said other parties of the second part may owe to the said Worthington; and the balance to pay to the said other parties of the second part, namely: John Johns, Mary M. John and John T. Johns.

Second. To pay to Anna E. Johns, wife of said Henry V. D. Johns, the sum of two thousand five hundred dollars; to John Rengey Johns, the sum of five hundred dollars; and to Robert R. Boarman, the sum of one thousand dollars.

And whereas, the said parties of the first part deem it necessary to take proper proceedings in a Court of Equity, to raise the said sum of sixteen thousand dollars; it is hereby agreed by all the parties hereto, that the payment thereof is not to be required to be made until the said sum, if not otherwise sooner raised, can be so raised through and under said proceedings; provided, however, that said proceedings shall be commenced before the fifteenth day of February, 1886, and consummated within seven months of the date of this agreement.

And in case said sum of sixteen thousand dollars is not raised within eight months from the date of this agreement by failure of said Court to sanction