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Will of Jesse Gladden

I, Jesse Gladden of the District of Fairfield and the State aforesaid being sick and weak of body, but of sound and disposing mind, memory and understanding. Thanks be to Almighty God: and calling to mind the mortality of my body-- That is ordained for all men once to die. Do make and declare this my last will and Testament in manner and form following-viz: First and principally I recommend my Soul to God Beseeking him to forgive my sins, through the merits of Jesus Christ, and my body I bequeath to the Earth to be decently buried at the discretion of my Executors hereafter named - and as touching my worldly estate which it has pleased God to bless me with-- I give and bequeath in manner and form following -- 1st it is my will and desire that all my just debts be duly paid and discharged. 2nd: I leave for the use of my beloved Nelly Gladden during her natural life two negroes namely, Clara and Nut, which two negroes I wish my son Silas Gladden to manage and see they decently support his mother, and at her death, I wish them sold for my daughters, Also I give to my wife the use in common with her son Silas of all furniture in and about my dwelling house and at her death I give it to my son Silas exclusively, except that part is hereafter conveyed to other children. 3rd I give and bequeath to my son John Gladden one half of the tract of land on which I reside supposed to contain one hundred and fifty acres be the same more or less, Also, a negro boy named Enoch and twenty-five dollars in him or a bed

4th I give and bequeath to my son Silas Gladden the other tract of land on which I live, which said part is to include my dwelling house, etc. as I expect his mother to stay with him, but never the less to be equally divided as to value. Also I give to my son Silas Gladden a negro boy named Doctor and one feather bed and furniture, etc.

5th I give to my son Jesse Gladden one third part of said land lying on each side of the Wateree Creek containing 400 acres more or less. Also a negro woman called Aggy and one feather bed and furniture

6th I give to my son James Gladden one third part of my said tract of land lying both sides of the Wateree Creek-- a negro boy eight years of age, called Eric Also of the first monies that come into the hands of my executors a-- 25 dollars 7th- to my son William Gladden the other 1/3 of the land along Wateree Creek at death of his mother's death his choice of a negro fellow named Bob or Sam and one feather bed

to my daughter Darky Gladden a two year old filly republican
Executors-- Silas- William Gladden

11 Oct. 1821

John Woodward
Daniel Grafton
James McWaters

Jesse Gladden
signed with X

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Darky Gladden is Dorcas Gladden His other daughters were-- Sarah Gladden
Kezziah Gladden-- Mary Gladden Sylvia Gladden
Dorcas first married John Hall and they had one son John Hall, Jr,
Her second husband was Francis Ingram and her third Green Berry Montgomery
Nancy Gladden was shown as Nancy Jane Price in Dorcas estate but should have
been but was Nancy Jane Wright- John Gladden died previous to death of his father
unmarried and intestate

Mary Jane Wallace of Leek County Mississippi states that she was a daughter of
Mrs. Kezziah (Gladden) Hall and that she was omitted from the list of Mrs. Hall's
children

Greenberry

ORIGINAL

turn and perfect answers make to all and singular the matters and things herein before stated, and that a unit of partition may issue under the seal of this honorable court, directed to certain persons therein named to make partition of said lands among the said parties according to their respective interest therein and for such other and further relief as to your honors shall seem agreeable to equity and good conscience.

May it pleas your honors to grant unto your orator a unit of subpoena under the seal of your honorable court, directed to the said Silas Gladden, Ansel R. Gladden, James Gladden, William Gladden, Hillard Gladden, Helen Dye, John W. Howze and his wife Amanda Howze, Daniel Gladden and his wife Isabella Gladden, Allen Gladden, Elhue Gladden, Jesse Gladden son of Jesse Gladden, Jesse Gladden son of John Gladden, James Brown and his wife Jane, John Gladden son of Jesse, John Gladden son of John, Lathan and his wife Rebecca, John Hall, P. yler and his wife Ellen, Ira Harden and his wife Patsy Harden, Alexander Castles and his wife Emeline Castles, George Harden and his wife Adaline, Taylor and his wife Amanda, Hillard Gayden, Calrin Gibson, Tillman Gibson, Wade Gibson, Henry Gibson, Matilda Wylie, George Murry and wife Arabella, James Doris and wife Mary Doris, Commanding them on a certain day and under a certain penalty therein to be inserted to be abd appear at thy Honorable Court, then and there to answer the Premises and to stand to, abide, and preform such order and decrees thereis as may seem to your Honor right and proper and your Orator will ever pray-

Hemphill

ORIGINAL

The State of South Carolina
Chester District

This Indenture made the ninth day of October in the year of Our Lord one thousand eight hundred and fifty five between Green B. Montgomery, Jr. of Chester District in the State aforesaid of the one part and Mrs. Dorcas Ingram, of the District and State aforesaid of the other part, Witnesseth: that whereas a marriage is intended shortly to be had and solemnized by and between the said Green B. Montgomery and the said Dorcas Ingram; and whereas the said Dorcas Ingram is possessed of a considerable real and personal estate and chose in action, and it hath been agreed by and between the said parties that the said Dorcas Ingram shall after the said intended marriage, have, retain, possess and enjoy the Sole and Exclusive right and title to the same property; both in possession and in action and the absolute right and title and power to dispose of said property or any part thereof either by Gift or otherwise; to such person or persons as She may from time to time or at any time thereafter think proper; and that no part of Said property or the increase or proceeds thereof Shall in any manner be Subject to the debts, contracts or Control of the said Green B. Montgomery. Now in consideration of the said intended marriage and in Pursuance of the said agreement it is hereby covenanted and agreed by and between the parties to the said intended marriage (1) Firstly- that during the continuance of the said intended marriage all and Singular the said Estate of the said Dorcas Ingram consisting of a Plantation or tract of land, whereon she now resides lying and situated in Chester District on the waters of Fishing Creek and bounded by lands of Dr. John B. Gaston, Joshua Blake, Mrs Sarah McCullough, Mrs Lucy Heath, containing five hundred acres more or less-- Three negroes named Charles, Tabby, and Gold; her undivided third part of the real and personal estate of her late Husband Francis Ingram, deceased. - a note on Dr. John B. Gaston for one hundred and thirty dollars dated 9th July 1855 and due at one day; Eight hundred and seventy dollars in cash; Buggy, Horse, Stock of cattle, hogs, and sheep, crop, household and kitchen furniture - Shall be remain and continue the sole and separate Estate of the said intended wife, not to be Subject in any manner to the Debts, contracts or controul of the said intended husband and the said Green B. Montgomery hereby renounces and disclaims all or any right or claim that would accrue to him by the said intermarriage to any part or portion of the said Estate; and the interest and proceeds thereof. (2) That the said Dorcas Shall at any time during the coverture have the right power and privilege to make any disposition or appointment of her said Estate or any part thereof by deed under her hand and Seal, or by her last will and testament or otherwise without the consent of her said husband and that she shall have the power and privilege to dispose of any part of her said property, or the proceeds thereof, and invest the proceeds in any other way or manner She may think advisable. The said investments so made to be subject to all the limitations, Conditions and Restrictions imposed upon the property and Estate herebefore discent.

In testimony whereof and in Evidence of the consent of the said Green B. Montgomery and the said Dorcas Ingram to the terms limitations and provisions of this agreement the said parties have hereunto in the presence of Each other and of a the witness whose names hereunto written, affixed their hands and Seals this 9th October 1855

Signed Sealed and Executed in presence of
J. L. Gaston
J. B. Gaston

G.B. Montgomery
Dorcas Ingram

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The State of South Carolina Personally came J.L. Gaston and made oath that Green
Chester District B. Montgomery, Jr. and Dorcas Ingram Signed Sealed and Acknowledged the within deed of settlement and that he with J.B. Gaston
and Acknowledged the within deed of settlement and that he with J.B. Gaston
in the presence of each other witnessed and attested the same in the presence
of the said Green B. Montgomery and Dorcas Ingram.

Sworn and subscribed before me
William H. Anderson, Magistrate

Recorded Nov. 2, 1855

Delivered to J.L. Gaston, Esq. Nov. 1, 1855

State of South Carolina

Chester District

To: Dorcas Ingram, Francis G. Ingram, Perry Ingram, John Ingram, Ellen Young,
Zadock Ingram, Tabitha Hughes and Joseph Hughes and Mary Ingram

You are hereby strictly commanded and firmly enjoined, that all manner of
excuses being laid aside, you personally be and appear before the Judges
of the Court of Equity, for the District of Chester at Chester Courthouse
ten days after the service hereof; then and there true and perfect answer
to make upon your corporal oath, on the Holy Ecangelist, to all such
matters as shall be objected against you, in the bill of complaint, of

Tillman Ingram et al
vs
Dorcas Ingram et al

And Also, that you do within thirty days, immediately after the day above appointed
and expressed, file, or cause to be filed, in the Registry of said Court, your
plea, answer, or demurrer. to the said bill of complaint

Herein fail not, under pain of One Hundred Pounds

Given under the Seal of the said Court

witness James Hemphill, Esquire, Commissioner of the Court of Equity in the said
State, for the said District of Chester, C.H. the Sixth day of May in the year
of our Lord one thousand eight hundred and fifty three and in the 77 year of the
Sovereignty and independence of the United States of America

48 NO 25

Chester
In the Court of Equity

Tillman Ingram et al

vs

Dorcas Ingram et al

Subad Res

McAlilley

Original

Sheriff Baskin \$ 6.25

Lodged 18 May 1853

Thomas King

SH

I have this day by my lawful deouty Mathan Maybin personally served Francis Ingram
Joseph Hughes and Tabitha Hughes with the enclosed copy of this process

Served proved be fore me
M. Naudin, Clerk
Ex Off Magt. K.D.

Thomas Baskins
S.K. D.