

## No. 5967. Equity

respective sums of money as provided in said will. And said testator, by the provisions of his said will, And the said testator, by the provision of his said will declared that he made said bequest to his said son Isaac T. Davis of the rents, issues and profits arising from said lands, subject to the annuities before said upon the express condition that if said son Isaac T. Davis should encumber, anticipate or alienate &c, his interests or estate in and to said bequest, or if his interest or estate in and to said bequest should be seized or taken in execution by any process in law or equity, then and in that event the estate and interest of said son Isaac T. Davis in and to said bequest should cease and be forfeited as provided in said will, and whereas said son Isaac T. Davis is now advanced in years and is unable to farm said lands in the manner in which they should be farmed and to give them the care and attention which they require, and is unable to advantageously lease them, and it very necessary and desirable that some arrangement be made whereby the said Isaac T. Davis may be the better provided with the comforts and necessities of life and some provisions made whereby said son Isaac T. Davis in remainder may have a reasonable assurance of receiving some substantial benefit therefrom over and above the charge imposed thereon by the provisions of said will of Eli Davis, declared, and whereas we the said Ellen Davis Gaither, Louis A. Davis, Charles S. Davis and Rachel M. Davis, parties of the first part, and R. Lee Davis, party of the second part, are all the children of said Isaac T. Davis and conferred among ourselves, and with our respective husbands and wives and our said father Isaac T. Davis, and believing it to be for the best interest of all parties concerned that this agreement should be executed, and being especially anxious of promoting the interests and welfare of our father, the said Isaac T. Davis we the said Ellen Davis Gaither and William Gaither, her husband, Louis A. Davis, Charles S. Davis, and Jennie V. Davis, his wife Rachel M. Davis, and R. Lee Davis have agreed to execute this instrument of writing, by which it is