

[26 May 1892]

I, Eckstein Norton, of New Brighton, Richmond County, New York, do make, publish and declare this present writing as my last will and testament, hereby revoking all other wills by me at any time heretofore made.

1st.-I give and bequeath to my wife Lucy Moore Norton, absolutely all furniture, silver, books, paintings, household articles, horses, carriages and harness which I may own at the time of my death.

2nd.-I give and bequeath to my sister Sarah N. Ryan, Five Thousand Dollars par value of the first mortgage bonds of the Chesapeake Ohio and Southwestern Railroad Company, Five Thousand Dollars par value of the second mortgage bonds of said Company, and Ten Thousand Dollars par value of the stock of the Newport News and Mississippi Valley Railroad Company.

3rd.-I give and bequeath to Sallie and Sadie sisters and colored servants formerly living in my family and now residing at Louisville, Kentucky, Five Hundred Dollars to be equally divided among them.

4th.-I direct that each of the foregoing legacies be paid as soon as possible after my death free and clear of any collateral inheritance, tax or legacy duty which I charge on my estate, but none of said legacies shall be taken to be so charged on my estate as to require any purchaser of any part of my estate to see to the payment thereof, - In case any one of the legatees above-named die before me, the legacy bequeathed to her shall lapse.

5th.-I direct my executors to create as many special trust funds of Thirty-five Thousand Dollars each as I may leave children (other than my daughter Elizabeth) me surviving by selecting from my personal securities, stocks and bonds of that market value in each case, and I give and bequeath to my executors said trust

funds to be held by them for the following uses, and purposes to-wit:- To invest and reinvest the same; to collect and receive the interest, income and profits thereof, and to apply the same to the use of my said children respectively (other than my daughter Elizabeth) during his or her life and at the death of the life beneficiary in each case to divide the capital of his or her special trust fund among his or her issue and if he or her shall die without leaving issue then to divide said capital among my other children including my daughter Elizabeth and their lawful issue per stirpes. The reason of the apparent discrimination against my daughter Elizabeth under this provision of my will is that I have already advanced to her the sum of Thirty Five Thousand Dollars.

6th -I direct my executors to create a special trust fund of Two Hundred and Fifty Thousand Dollars by selecting from my personal securities, stocks and bonds of that market value, and I give and bequeath to my executors said securities to be held by them as a special trust fund for the following uses and purposes, to-wit:- To invest and reinvest the same; to collect and receive the interest, income and profits thereof and to apply the same to the use of my wife during her life and at her death I direct that the capital of said last named trust fund shall be divided into as many equal parts as there may be children of mine then surviving or issue of any deceased child of mine then surviving; said issue to take the share which his, her or their parent would have taken if living and I direct that each of said parts of the capital of said trust fund shall be added to the interest of my children and their issue respectively in my residuary estate as hereinafter provided, and be held in trust by my executors or disposed of

by them as the case may be accordingly.

7th -All the rest, residue and remainder of my estate real and personal I direct my executors to divide into as many parts as I may leave children me surviving or issue of any deceased child of mine me surviving said issue to take the same share which his, her or their parent would have taken if living. I give, devise and bequeath said shares as follows, to-wit:- I direct my executors to hold one of said shares in trust for the benefit of each one of my daughters to invest and reinvest the same and pay the rents interest, income and profits thereof to her during her life and at the death of the life beneficiary in each case, I give, devise and bequeath the capital of her trust fund to her issue, or if she die without leaving issue to my surviving children and their issue per stirpes. If any one of my sons be under the age of twenty-five years at the time of my death I direct my executors to hold one of said shares for his benefit to pay the rents, interest, income and profits thereof to him until he attains the age of twenty-five years to transfer and deliver to him one-half of the capital of his trust fund when he attains the age of twenty-five years and to hold the other half of the capital thereof in trust for him during his life, paying to him the rents, interest, income and profits thereof, and at his death I direct that the capital of said trust fund remaining in the hands of my executors be divided equally among the issue of my said son, or if he leave no issue among my other children and their issue per stirpes. To such of my sons as shall have attained the age of twenty-five years at the time of my death, I give, devise and bequeath one-half of their respective shares of my said residuary estate in fee and absolutely the other half I direct my executors to hold in trust, to collect the rents, interest, income and profits thereof and to pay over

the same to them respectively during their respective lives, and at the death of each I direct that the capital of his trust fund be divided equally among his issue or if he leave no issue among my other children and their issue per stirpes. In case any one of my children dies before me leaving issue living at the time of my death, I give, devise and bequeath one of said equal parts of my said residuary estate to such issue in fee and absolutely. My intention is to divide my entire residuary estate real and personal including at the death of my wife the capital of the trust fund set apart for her equally among my children and their issue, such issue taking per stirpes and not per capita: to put my daughter's shares in the hands of my executors as trustees, they receiving the rents, income and profits thereof during their respective lives with remainder to their issue: to make the same disposition of my son's shares except that one-half of the capital of their respective shares is to be paid to them at once if they have attained the age of twenty-five years, or if not then when they respectively attain that age, and to devise and bequeath in fee and absolutely to the issue of any deceased child of mine the share which would have been set apart for such child at the time of my death.

8th -I authorize my executors and trustees while acting in either capacity to sell any portion of my estate real or personal at public or private sale and upon such terms as to them may seem proper and to agree and consent to any partition or division of any property real or personal, to retain as investments any of the securities, stocks, bonds or real estate of which I may die seized or possessed, whether the same be or be not strictly legal investments and to invest any part of my estate or any funds or property of said several trusts in bonds secured by mort-

gage on real estate, or in railroad securities approved by them, or to make any other investment which they may think proper to make whether the same be a or be not a strictly legal investment of trust funds.

And I further direct that no one of my said executors or trustees or any executor or trustee to be appointed as their successor shall be required to give any bond or security either in the States of New York, Kentucky, Texas, Tennessee or elsewhere, where my will may be proved, for the faithful performance of his or her duties. From any obligation to give such a bond I distinctly exempt my said executors and trustees and their successors.

9th - I nominate and appoint my wife Lucy Moore Norton, my friend James H. Moore of the City of New York and my nephew George W. Norton of Louisville, Kentucky to be the executors of this my will and the trustees of all the trusts herein created. In case of the death, resignation or disability of any of them I authorize the survivors and their successors from time to time by declaration in writing duly executed under seal to fill any vacancy so arising so that there may at all times be three trustees of the trusts created and declared hereby and I confer on such executor or executors, trustee or trustees so appointed all and singular the powers especially conferred hereby upon my executors above named.

In Witness Whereof, I have hereunto set my hand and affixed my seal at the City of New York, this 26th day of May in the year one thousand eight hundred and ninety-two.

(signed)

Eckstein Norton (Seal)

The above instrument was on the day of its date signed, sealed, published and declared by the said Eckstein Norton as and for his last will and testament in the presence of us, who at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses this 26th day of May, one thousand eight hundred and ninety-two.

H.R.Sloat, Sloatsburg, N.Y.

Albert B. Boardman, New Brighton, S.I.

Frank H. Platt, New York City, N. Y.

(COPY)

The Filson Historical Society

[5 May 1900]

Duplicate
AGREEMENT made this 5th day of May, 1900, between

Eckstein Norton Jr.

of first party, and LUCY M. NORTON,
FIDELITY TRUST & SAFETY VAULT COMPANY OF LOUISVILLE, KENTUCKY, and
GEORGE W. NORTON, as Trustees under the Last Will and Testament of
Eckstein Norton, deceased, second parties.

WHEREAS on the 10th day of May, 1899, the second parties held in securities and cash Two hundred and ninety-five thousand five hundred and seventeen 50/100 dollars (\$295,517.50), as per schedule filed in the Surrogate's office of Richmond County, N. Y., on July 29th, 1899, constituting the trust fund set apart in trust under the seventh clause of the Will of Eckstein Norton, deceased, for the benefit of his daughter Mary H. Loney and remaindermen; and

WHEREAS on the 10th day of May, 1899, the second parties held in securities and cash Thirty-five thousand two hundred and three 25/100 dollars (\$35,203.25), as per schedule filed in the Surrogate's office of Richmond County, N. Y., on July 29th, 1899, constituting the trust fund set apart in trust under the fifth clause of the Will of Eckstein Norton, deceased, for the benefit of his daughter Mary H. Loney and remaindermen; and

WHEREAS on the said 10th day of May, 1899, the second parties, as Executors under said Will of the said Eckstein Norton, deceased, held, as per schedule filed in the Surrogate's office of Richmond County, N. Y., on July 29th, 1899, securities and cash amounting to Sixty-seven thousand and eighty-five 04/100 dollars (\$67,085.04), in addition to certain real estate, as undistributed residuary estate; and

WHEREAS on the 17th day of March, 1900, the said Mary H. Loney died at Asheville, North Carolina, without leaving any issue her surviving; and

WHEREAS the first party is entitled, under said Will, to receive from the second parties one-fifth ($1/5$) of each of the said two trust estates, and also one-fifth of two-tenths, say, one twenty-fifth ($1/25$) of the said residuary estate; and

WHEREAS the second parties have signified their intention of paying the United States Revenue Tax and the New York Transfer Tax, and of applying to the Surrogate's Court of the County of Richmond, New York, for a judicial allowance and settlement of their accounts as trustees and executors, and for decrees directing the distribution of said two trust estates and of one-fifth ($1/5$) part of said residuary estates, and discharging the second parties as such trustees and executors; and

WHEREAS, at the special request of the first party, and in consideration of the covenants of the first party hereinafter contained, the second parties have agreed to postpone payment of said taxes and to waive a settlement of their accounts and to forego the protection of such decrees;

NOW, THEREFORE, this agreement witnesseth as follows:

I. The first party hereby covenants and agrees with the second parties that Schedule A, hereto annexed, represents the entire fund-or estate held in trust by the second parties under the

Fifth clause of said Will for the benefit, during her lifetime, of the said Mary H. Loney and now distributable to the persons entitled thereto.

II. The first party hereby further covenants and agrees with the second parties that Schedule B, hereto annexed, represents the entire fund or estate held in trust by the second parties under the Seventh clause of said Will for the benefit, during her lifetime, of the said Mary H. Loney and now distributable to the persons entitled thereto.

III. The first party hereby further covenants and agrees with the second parties that Schedule C, hereto annexed, represents the entire undistributed residuary real and personal estate of Eckstein Norton, deceased, now distributable to the persons entitled thereto.

IV. The first party hereby further covenants and agrees with the second parties that Schedule D, hereto annexed, represents the one-fifth part or share of the securities and cash specified in Schedules A and B, to which the first party is now entitled as one of the five surviving children of Eckstein Norton, deceased, after making deductions as shown for expenses, Trustees' commissions, etc., calculated according to law, all of which deductions are hereby approved by said first party.

V. The first party hereby further covenants and agrees with the second parties that upon the delivery to the first party of the securities and cash specified in Schedule D the first party will execute and deliver to the second parties a general release, in

form to be approved by the second parties, forever releasing and discharging the second parties, officially and individually, and each and every of them, of and from all obligation and liability whatever to the first party with respect to the claim of the first party to a share of the said two trust funds or of either of them.

VI. The first party hereby covenants and agrees with the second parties to repay to the second parties, upon demand, any and all sums of money which may hereafter be demanded of the second parties by the United States of America or by the State of New York, in payment of the United States Revenue Taxes or of New York Transfer Taxes, respectively, upon the securities and cash delivered to the first party under this agreement. The first party hereby authorizes the second parties to retain out of any income in their hands hereafter accruing to the first party such sum or sums as may be necessary to pay the said taxes, with interest and penalties.

VII. The first party hereby waives present distribution by the second parties of the one twenty-fifth (1/25) interest of the first party in the unsold residuary real and personal estate of Eckstein Norton, deceased, and in the unpaid proceeds of sales of such real estate, until such time as such real estate shall have been sold and the proceeds of such sales collected by the second parties.

Eckstein Norton Jr.

WITNESS:

George W. Norton
Trustee etc.

Fidelity Trust & Safety Vault Co. Trustee

By James J. [Signature]

VICE PRESIDENT

Representing the Entire Fund or Estate held in Trust
 Under the FIFTH CLAUSE of the Will of Eckstein Norton, deceased.

	Value	Rate	Market Value
7 Shares Nashville, Chattanooga & St. Louis Ry. Stk.	41		\$ 287.-
8 " Bank of the State of New York stock	128		1,024.-
20 " Mechanics Natl. Bank stock \$25.- ea.	196		980.-
\$3,000.- Louisville & Nashville R.R. Co. Unified Mtge. 4% bonds	100-1/2		3,015.-
1,000.- Maysville & Lexington R.R. Co. Nor. Div. 7% bond	108		1,080.-
1,000.- Citizens Gas Light Co. of Brooklyn 1st Mtge. 5% bond	110 & Int.		1,113.19
1,000.- Pensacola & Atlantic R.R. Co. 6% bond	111		1,110.-
1,000.- New York, Ontario & Western Rway. Co. Refunding 4% bond	105		1,050.-
7,000.- Nashville, Chattanooga & St. Louis Rway. Co. 1st Consol. Mtge. 5% bonds	104		7,280.-
1,000.- Atchison, Topeka & Santa Fe Genl. Mtge. 4% bond	100-1/4		1,002.50
1,000.- Scioto Valley & N.E. R.R. Co. 4% bond	103		1,030.-
1,000.- Mexican Natl. R.R. Co. 6% bond	102		1,020.-
5,000.- Wabash R.R. Co. 5% bonds	118-1/8		3,543.75
2,000.- Illinois Central R.R. Co. 3-1/2% Lou. Div. bonds	102-1/2		2,050.-
1,000.- St. Louis & Cairo R.R. Co. 4% bond	90		900.-
1,000.- Nashville, Chattanooga & St. Louis Rway. 1st Mtge. 6% "Bon Air Div." bond	103		1,030.-
3,000.- Nashville, Florence & Sheffield Rway. Co. 1st Mtge. 5% bonds	111		3,330.-
1,000.- Chicago, Wisconsin & Minnesota R.R. Co. 1st Mtge. 6% bond	110		1,110.-
2,000.- Missouri, Kansas & Texas Rway. Co. 1st Mtge. 4% bonds	93		1,860.-
2,000.- Norfolk & Western R.R. 1st Consol. Mtge. 4% bonds	97-1/4		1,945.-
Amount Forward			<u>\$35,760.44</u>

UNDER THE WILL OF THE WILL OF HENRY H. HORTON, DECEASED
 REPRESENTING THE ESTATE OF HENRY H. HORTON, DECEASED

Representing the Estate of Henry H. Horton, Deceased
 Under the Will of Henry H. Horton, Deceased

(2). SCHEDULE A, continued.

Amount Forward		\$35,760.44
Texas & Pacific Railway Income	30	625.-
Land Grant Bond Interest scrip	40	103.50
CASH AND COLLECTIONS SINCE MARCH 17, 1900, viz:		
Cash on hand March 17, 1900,		\$306.82
Coupon interest on the following bonds:		
\$2,000.- Norfolk & Western R.R., due April 1, 1900,	40.-	
7,000.- Nashville, Chattanooga & St. Louis R.R. due April 1, 1900,	175.-	
1,000.- Atchison, Topeka & Santa Fe, due April 1, 1900,	20.-	
3,000.- Wabash R.R. Co., due May 1, 1900,	75.-	
1,000.- Scioto Valley & N.E. R.R., due May 1, 1900,	20.-	
SALE OF BONDS:		
1,000.- Louisville, Evansville & St. Louis R.R. 1st Mtge. sold at 123	1,230.-	\$ 1,866.82
	TOTAL,	\$37,627.26
14	State of New York	100.-
20	Wabash R.R. Co. 4% bonds	1,000.-
21	Wabash R.R. Co. 4% bonds	1,000.-
22	Wabash R.R. Co. 4% bonds	1,000.-
23	Wabash R.R. Co. 4% bonds	1,000.-
24	Wabash R.R. Co. 4% bonds	1,000.-
25	Wabash R.R. Co. 4% bonds	1,000.-
26	Wabash R.R. Co. 4% bonds	1,000.-
27	Wabash R.R. Co. 4% bonds	1,000.-
28	Wabash R.R. Co. 4% bonds	1,000.-
29	Wabash R.R. Co. 4% bonds	1,000.-
30	Wabash R.R. Co. 4% bonds	1,000.-
31	Wabash R.R. Co. 4% bonds	1,000.-
32	Wabash R.R. Co. 4% bonds	1,000.-
33	Wabash R.R. Co. 4% bonds	1,000.-
34	Wabash R.R. Co. 4% bonds	1,000.-
35	Wabash R.R. Co. 4% bonds	1,000.-
36	Wabash R.R. Co. 4% bonds	1,000.-
37	Wabash R.R. Co. 4% bonds	1,000.-
38	Wabash R.R. Co. 4% bonds	1,000.-
39	Wabash R.R. Co. 4% bonds	1,000.-
40	Wabash R.R. Co. 4% bonds	1,000.-
41	Wabash R.R. Co. 4% bonds	1,000.-
42	Wabash R.R. Co. 4% bonds	1,000.-
43	Wabash R.R. Co. 4% bonds	1,000.-
44	Wabash R.R. Co. 4% bonds	1,000.-
45	Wabash R.R. Co. 4% bonds	1,000.-
46	Wabash R.R. Co. 4% bonds	1,000.-
47	Wabash R.R. Co. 4% bonds	1,000.-
48	Wabash R.R. Co. 4% bonds	1,000.-
49	Wabash R.R. Co. 4% bonds	1,000.-
50	Wabash R.R. Co. 4% bonds	1,000.-
51	Wabash R.R. Co. 4% bonds	1,000.-
52	Wabash R.R. Co. 4% bonds	1,000.-
53	Wabash R.R. Co. 4% bonds	1,000.-
54	Wabash R.R. Co. 4% bonds	1,000.-
55	Wabash R.R. Co. 4% bonds	1,000.-
56	Wabash R.R. Co. 4% bonds	1,000.-
57	Wabash R.R. Co. 4% bonds	1,000.-
58	Wabash R.R. Co. 4% bonds	1,000.-
59	Wabash R.R. Co. 4% bonds	1,000.-
60	Wabash R.R. Co. 4% bonds	1,000.-
61	Wabash R.R. Co. 4% bonds	1,000.-
62	Wabash R.R. Co. 4% bonds	1,000.-
63	Wabash R.R. Co. 4% bonds	1,000.-
64	Wabash R.R. Co. 4% bonds	1,000.-
65	Wabash R.R. Co. 4% bonds	1,000.-
66	Wabash R.R. Co. 4% bonds	1,000.-
67	Wabash R.R. Co. 4% bonds	1,000.-
68	Wabash R.R. Co. 4% bonds	1,000.-
69	Wabash R.R. Co. 4% bonds	1,000.-
70	Wabash R.R. Co. 4% bonds	1,000.-
71	Wabash R.R. Co. 4% bonds	1,000.-
72	Wabash R.R. Co. 4% bonds	1,000.-
73	Wabash R.R. Co. 4% bonds	1,000.-
74	Wabash R.R. Co. 4% bonds	1,000.-
75	Wabash R.R. Co. 4% bonds	1,000.-
76	Wabash R.R. Co. 4% bonds	1,000.-
77	Wabash R.R. Co. 4% bonds	1,000.-
78	Wabash R.R. Co. 4% bonds	1,000.-
79	Wabash R.R. Co. 4% bonds	1,000.-
80	Wabash R.R. Co. 4% bonds	1,000.-
81	Wabash R.R. Co. 4% bonds	1,000.-
82	Wabash R.R. Co. 4% bonds	1,000.-
83	Wabash R.R. Co. 4% bonds	1,000.-
84	Wabash R.R. Co. 4% bonds	1,000.-
85	Wabash R.R. Co. 4% bonds	1,000.-
86	Wabash R.R. Co. 4% bonds	1,000.-
87	Wabash R.R. Co. 4% bonds	1,000.-
88	Wabash R.R. Co. 4% bonds	1,000.-
89	Wabash R.R. Co. 4% bonds	1,000.-
90	Wabash R.R. Co. 4% bonds	1,000.-
91	Wabash R.R. Co. 4% bonds	1,000.-
92	Wabash R.R. Co. 4% bonds	1,000.-
93	Wabash R.R. Co. 4% bonds	1,000.-
94	Wabash R.R. Co. 4% bonds	1,000.-
95	Wabash R.R. Co. 4% bonds	1,000.-
96	Wabash R.R. Co. 4% bonds	1,000.-
97	Wabash R.R. Co. 4% bonds	1,000.-
98	Wabash R.R. Co. 4% bonds	1,000.-
99	Wabash R.R. Co. 4% bonds	1,000.-
100	Wabash R.R. Co. 4% bonds	1,000.-

SCHEDULE B

Representing the Entire Fund or Estate held in Trust
Under the SEVENTH CLAUSE of the Will of Eckstein Norton, deceased.

	Value	Rate.	Market Value
			\$ 525.-
	30		
Texas & Pacific Railway Income & Land Grant Bond Interest scrip			
13 Shares Staten Island Academy stock, \$25.- ea.	50		162.50
24 " Old Dominion Land Co. stock	60		1,440.-
16 " Norton Land & Improvement Co. stock	50		800.-
42 " Shelby Iron Co. stock	75		3,150.-
8 " Clinch Valley Coal & Iron Co. Preferred stock	1		8.-
17 " Clinch Valley Coal & Iron Co. Common stock	1		17.-
25 " Decatur Land Co. Preferred stock \$25.- ea.	10		62.50
100 " Decatur Land Co. Common stock \$25.- ea.	5		125.-
73 " Virginia Coal & Iron Co. stock	100		7,300.-
33 " Shenandoah Furnace Co. stock W. B. Campbell, Trustee, receipts 13,73% paid	30 per Sh.		9.90
14 " Texas Pacific Land Trust	14		196.-
949 " Newport News & Mississippi Valley Stk.	1 per Sh.		9.49
16 " B. F. Avery & Sons Co. stock	40		640.-
8 " Wallace Muller & Co., Ltd.	90		720.-
29 " Old Dominion Steamship Co. stock	98		2,842.-
46 " Nashville, Chattanooga & St. Louis Ry. Stk.	41		1,886.-
\$1,500.- Mexican Natl. R.R. Co. 2nd Mtge. 6% bonds (1 at \$1000.- & 1 at \$500.)	60		900.-
4,000.- Virginia, Tennessee & Carolina Steel & Iron Co. Collateral Trust bonds (19% pd.)	1-1/2		48.60
2,000.- Western New York & Pennsylvania Rwy. Co. Genl. Mtge. 4% bonds	87-1/2		1,750.-
3,000.- Louisville & Nashville R. R. Co. Unified Mtge. 4% bonds	100-1/2		3,015.-
1,000.- Maysville & Lexington R.R. Co. Nor. Div. 7% bond	108		1,080.-
Amount Forward,			<u>\$26,686.99</u>

\$ 2,000.-	Chesapeake & Ohio Rway. Richmond & Alleghany Div. 4% bonds	105-1/2	2,110.-
2,500.-	Nashville & Edgefield Street Rway. 1st Mtge. 6% bonds (1 at \$1000.- and 3 at \$500.)	100	2,500.-
2,500.-	City of Mobile 4-5% bonds 4% to Jan.1,1901, \$500.- ea.	104	2,600.-
17,000.-	Citizens Gas Light Co. of Brooklyn 1st Mtge. 5% bonds	110 & Int.	18,924.23
6,000.-	Pensacola & Atlantic R.R.Co.6% bonds	111	6,660.-
4,000.-	South & North Alabama R. R. Co. Consolidated Mtge. 5% bonds	109-1/2	4,380.-
2,000.-	New York, Ontario & Western Rway. Co. Refunding 4% bonds	105	2,100.-
2,000.-	Cleveland, Akron & Columbus Ry. Co. Genl. Mtge. 5% bonds	114	2,280.-
10,000.-	Nashville, Chattanooga & St.Louis Ry. Co. 1st Consol. Mtge. 5% bonds	104	10,400.-
3,000.-	Atchison, Topeka & Santa Fe Genl. Mtge. 4% bonds	100-1/4	3,007.50
3,000.-	Scioto Valley & N.E.R.R.Co.4% bonds	103	3,090.-
2,000.-	Mexican Natl. R.R.Co. 6% bonds	102	2,040.-
3,000.-	Broadway & Seventh Ave. R.R. 5% 1st Mtge. bonds	121	3,630.-
4,000.-	Wabash R.R.Co. 5% bonds	118-1/8	4,725.-
5,000.-	New Orleans City & Lake R.R.5% bonds	113-3/4	5,687.50
2,000.-	St.Louis Bridge Co.1st Mtge.7% bonds	142 & Int.	2,853.60
3,000.-	Southern Ry.Co. 1st Mtge.5% bonds	112-1/2	3,375.-
2,000.-	Crosstown Street Ry.Co. of Buffalo 5% bonds	114 & Int.	2,281.38
6,000.-	Louisville & Nashville R.R.Co. L.C.& L.Div. 4-1/2% bonds	114 & Int.	6,843.72
6,000.-	Louisville Ry. Co. 5% bonds	120 & Int.	7,304.10
15,000.-	Illinois Central R.R.Co. 3-1/2% Lou. Div. bonds	102-1/2	15,375.-
1,000.-	Chicago Terminal Transfer R.R.Co. 1st Mtge. 4% bond	95	950.-
2,000.-	Buffalo Ry.Co-1st Consol-Mtge.5% bonds	117 & Int.	2,366.38
	Amount Forward,		\$142,170.40

	Value	Rate	Market Value
Amount Forward			\$142,170.40
\$ 9,000.- Baltimore & Ohio R.R.Co. Prior Lien 3-1/2% bonds	96		8,640.-
10,000.- Baltimore & Ohio R.R.Co. 1st Mtge. 4% bonds	100-1/4		10,025.-
14,000.- Pittsburgh, Cleve., Chicago & St.L. Ry.Co. Consol.Mtge. 3-1/2% bonds	102		14,280.-
10,500.- Northern Pacific Ry.Co. Prior Lien 4% bonds (10 at \$1000. and 1 at \$500.)	103-3/4		10,893.75
1,000.- New Orleans City R.R. Genl. Mtge. 4-5% bonds	106-7/8		1,068.75
			\$187,077.90
Less for principal overinvested			121.83
			\$186,956.07

CASH AND COLLECTIONS SINCE MARCH 17, 1900, viz:

Coupon interest on following bonds:		
\$ 2,000.- Western N.Y. & Penn. R.R.		\$ 30.-
10,000.- Nashville, Chatt. & St.Louis R.R.		250.-
10,500.- Northern Pacific R.R.		105.-
3,000.- Atchison, Topeka & Santa Fe. R.R.		60.-
2,000.- St. Louis Bridge		70.-
10,000.- Baltimore & Ohio R.R.		200.-
1,500.- Mexican Natl. E.R.		22.50
1,500.- Mexican Natl. R.R.		45.-
6,000.- Louisville & Nashville R.R. 4-1/2%		135.-
4,000.- Wabash R. R.		100.-
3,000.- Scioto Valley & N.E. R.R.		60.-
2,000.- Buffalo Crosstown R.R.		50.-

Dividend (6%) on 42 shares Shelby Iron Co. 252.-
Dividend on 24 shares Old Dominion Land Co. 48.-

SALE OF BONDS, viz:

\$1,000.- Louisville, Evansville & St. Louis R.R. 1st Mtge. 6% bond at 123	1,230.-	
1,000.- Texas & Pacific Ry. Co. 5% bond at 113-7/8	1,138.75	
2,000.- New Orleans City & Lake 5% bonds at 113-3/4	2,275.-	
5,000.- Illinois Central R.R.Co. 3-1/2% Lou. Div. bond at 102-3/4	5,137.50	11,208.75
TOTAL,		\$198,164.82

REPRESENTING THE ENTIRE UNDISTRIBUTED RESIDUARY
 REAL AND PERSONAL ESTATE OF ECKSTEIN NORTON, DECEASED,
 AS OF MARCH 17, 1900.

STATE OF KENTUCKY

Marshall and Calloway Counties:

Undivided One Third interest in 776 acres, Highland property.

Hopkins County:

Fee Simple to 1487-3/4 acres and 22 poles.

Mineral rights only to 285-1/4 acres and 2-1/2 poles.

Ballard County:

Undivided One Third interest in 40 acres and 109 poles-
 Holman Tract.

Livingston County:

The Girard Place, containing 395 acres.

McCracken County:

Following between the Lovelaceville and Hinkleville Roads,
 divided between Norton, Flournoy, Bird and Caldwell:

Lot #49	62 acres	35 poles
" #50	39 "	105 "
" #55	30 "	50 "
" #8	7 "	55 "

Lot	Block	Addition	E
#6	22	"	"
" #7	" 22	"	"
" #8	" 22	"	"
" #9	" 22	"	"
" #7	" 13	"	"
" #8	" 13	"	"
" #7	" 8	"	"
" #8	" 8	"	"

One lot 121-1/2 x 346-1/2 on corner Brodway and Court Street
 in Addition B.

VS OF MARCH 14 1800

BEYOND THE LEMMONS BELVIN OF BOKSINIM MONLON DECEASED

BEHOLDING THE EMBLEM UNDISMURLED RESIDUAL

STATE OF KENTUCKY, CONTINUED.

Improved Property in City of Paducah:

Two lots, Nos. 7 and 8 in Block 10, Addition A, corner 2nd and Court Streets.

STATE OF MISSOURI

Joplin, Jasper County:

An undivided One Half of lots and unplatted acres, amounting in all to about 22 acres.

An undivided One Half of Lot #68, Norton's Subdivision of Joplin.

Newton County:

An undivided Three Eighths of about 160 acres near the city of Joplin.

STATE OF MINNESOTA

St. Louis County:

32-1/2 acres in Sec. 14, Township 50, Range 14.

STATE OF NEW YORK

Staten Island, Richmond County:

Ten lots, having a frontage of 25 Ft. each, adjoining residence of Mrs. Lucy M. Norton.

An undivided One Sixth of 6-3/4 acres.

STATE OF NEW JERSEY

Jersey City, Hudson County:

Two lots on 15th St., fronting each 16 Ft. 8 In.

STATE OF TENNESSEE

City of Memphis, Shelby County:

Lots Nos. 5, 37 and 44 on King St., and Lot No. 77 on Poplar St.

COMPTROLLER GENERAL

THE STATE OF MISSISSIPPI IN DEBT TO THE UNITED STATES OF AMERICA

REVENUE ACCOUNTS IN DEBT OF MISSISSIPPI

SCHEDULE B, CONTINUED

(3)

STATE OF TEXAS

Martin, Howard and Dawson Counties:

49,280 acres.

Brazoria County:

An undivided One Third of 15,605-1/2 acres.

STATES OF VIRGINIA AND KENTUCKY

Seven equal undivided 1/200 interests in the Altemus, Benson & McGeorge Trust, embracing lands in above States.

STATE OF VIRGINIA

Wise County:

An undivided One Eighth interest in 1336 acres.

Lee County:

An undivided One Eighth interest in 221 acres.

The Filson Historical Society

(4) SCHEDULE C, continued.

BILLS RECEIVABLE.

The following in hands of G. W. Norton, Executor:

N A M E.	Maturity.	Principal.	
S.W.Jackson	June 5,1897	\$189.-	6% Int. from June 5,1899
" " "	June 5,1898	189.-	6% Int. from June 5,1899
J.E.Potter	April 15,1900	1,300.-	6% Int. from Oct.15,1899
L.A.Brock claim		150.- (Balance)	
W.M.& S.J.Harp	April 11,1901	100.-	6% Int. from Oct.11,1899
John A. Barnes	April 29,1901	500.-	6% Int. from Oct.29,1899
W.F.O'Donley	April 1,1899	82.90 (Balance)	6% Int. from Apr.1,1899
" " "	April 1,1900	162.50	6% Int. from Apr.1,1899
" " "	April 1,1901	162.50	6% Int. from Apr.1,1899
" " "	April 1,1902	162.50	6% Int. from Apr.1,1899
Jas.Earls et al.	Dec.6,1900	9.32	Int. from maturity
" " " "	Dec.6,1901	9.33	Int. from maturity.

The following in hands of Fidelity Trust & Safety Vault Company:

Alfred Michael	Oct.19,1898	\$1,700 (Balance)	
Less 1/3 owned by A.B.Boardman		566.67	
		<u>\$1,133.33</u>	6% Int. from Oct. 19,1899.

SCHEDULE D-

REPRESENTING:

- (1) Various Deductions for Fees, Expenses, etc.
- (2) One Fifth (1/5) Part or Share of the Securities and Cash Specified in Schedules A and B.

Market value of Schedule A,	\$37,627.26	
Less accrued and uncollected income to March 17th, 1900, paid to Estate of Mary H. Loney, deceased,	<u>730.54</u>	\$36,896.72

Market value of Schedule B,	\$198,164.82	
Less accrued and uncollected income to March 17th, 1900, paid to Estate of Mary H. Loney, deceased,	<u>2,086.96</u>	<u>196,077.86</u>

TOTAL,		\$232,974.58
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Less commissions to each of said three trustees, calculated on above net amounts, viz:

\$ 558.97 on Schedule A, total,	\$1,676.91	
2,150.78 on Schedule B, total,	6,452.34	

Less for attorney's fees and expenses of division and settlement,	<u>300.-</u>	
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TOTAL DEDUCTIONS,		<u>8,429.25</u>
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BALANCE DISTRIBUTABLE,		\$224,545.33
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VALUE OF ONE FIFTH (1/5) PART OR SHARE DISTRIBUTABLE,		<u>\$44,909.07</u>
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SCHEDULE D, continued.

		Market Value.
\$250.-	Texas & Pacific Ry. Income and Land Grant Bond Interest scrip	\$ 105.-
		37.50
3 Shares	Staten Island Academy stock, \$25. ea.	240.-
4 "	Old Dominion Land Co. stock	150.-
3 "	Norton Land & Improvement Co. stock	600.-
8 "	Shelby Iron Co. stock	8.-
6 "	Clinch Valley Coal & Iron Co. Preferred stock	17.-
17 "	Clinch Valley Coal & Iron Co. Common stock	1,400.-
14 "	Virginia Coal & Iron Co. stock	1.49
149 "	Newport News & Mississippi Valley Co. stock	120.-
3 "	B. F. Avery & Sons Co. stock	180.-
2 "	Wallace Muller & Co., Ltd., stock	588.-
6 "	Old Dominion Steamship Co. stock	451.-
11 "	Nashville, Chattanooga & St. Louis Rwy. Co. stock	128.-
1 "	Bank of the State of New York stock	196.-
4 "	Mechanics National Bank stock, \$25.- ea.	300.-
\$ 500.-	Mexican Natl. R. R. Co. 2nd Mtge. 6% bond	1,005.-
1,000.-	Louisville & Nashville R. R. Co. Unified Mtge. 4% bond	1,055.-
1,000.-	Chesapeake & Ohio Ry. Richmond & Alleghany Div. 4% bond	1,000.-
1,000.-	Nashville & Edgefield Street Ry. 1st Mtge. 6% bond	520.-
500.-	City of Mobile 4-5% bonds, 4% to Jan. 1/1901.	4,452.76
4,000.-	Citizens Gas Light Co. of Brooklyn 1st Mtge. 5% bonds	1,110.-
1,000.-	Pensacola & Atlantic R. R. Co. 6% bond	1,095.-
1,000.-	South & North Ala. R. R. Co. Consol. Mtge. 5% bond	\$14,759.78
	Amount Forward.	

SCHEDULE D, continued.

		Market Value.
	Amount Forward	\$14,759.75
\$1,000.-	N.Y., Ontario & Western Ry. Co. Refunding 4% bond	1,050.-
4,000.-	Nashville, Chattanooga & St. Louis Ry. Co. 1st Consol. Mtge. 5% bonds	4,160.-
1,000.-	Atchison, Topeka & Santa Fe Genl. Mtge. 4% bond	1,002.50
1,000.-	Mexican Natl. R. R. Co. 6% bond	1,020.-
1,000.-	Broadway & Seventh Ave. R. R. 5% 1st Mtge. bond	1,210.-
1,000.-	Wabash R. R. Co. 5% bond	1,181.25
2,000.-	New Orleans City & Lake R.R. Co. 5% bonds	2,275.-
1,000.-	Crosstown Street Ry. Co. of Buffalo 5% bond	1,140.69
1,000.-	Louisville & Nashville R.R. Co. L.C. & L. Div. 4-1/2% bond	1,140.62
1,000.-	Louisville Ry. Co. 5% bond	1,217.33
4,000.-	Illinois Central R.R. Co. 3-1/2% Lev. Div. bonds	4,100.-
1,000.-	Buffalo Ry. Co. 1st Consol. Mtge. 5% bond	1,183.19
1,000.-	Baltimore & Ohio R.R. Co. Prior Lien 3-1/2% bond	960.-
2,000.-	Baltimore & Ohio R.R. Co. 1st Mtge. 4% bonds	2,005.-
2,000.-	Pittsburgh, Cleve., Chicago & St. Louis Ry. Co. Consol. Mtge. 3-1/2% bonds	2,040.-
2,000.-	Northern Pacific Ry. Co. Prior Lien 4% bonds	2,075.-
1,000.-	St. Louis & Cairo R.R. Co. 4% bond	900.-
1,000.-	Missouri, Kansas & Texas Ry. Co. 4% bond	930.-
	C A S H	558.71
	T O T A L	<u>\$44,909.06</u>

KNOW ALL MEN BY THESE PRESENTS: That I,

Eckstein Norton Jr., in consideration of the transfer, payment and distribution to me by Lucy M. Norton, Fidelity Trust & Safety Vault Company of Louisville, Kentucky, and George W. Norton, as Trustees under the Last Will and Testament of Eckstein Norton, deceased, of one-fifth of the two trust estates held in trust by them, under the fifth and seventh clauses of the Will, dated May 26th, 1892, of Eckstein Norton, deceased, for the benefit of Mary H. Loney and remaindermen, the receipt whereof is hereby acknowledged, have remised, released and forever discharged, and by these presents do, for myself, my heirs, executors and administrators, remise, release and forever discharge the second parties, and each of the second parties, their respective successors, heirs, executors and administrators, of and from all further claim and demand against the second parties for any part of either of said trust estates in trust for the benefit of his daughter Mary H. Loney; and of and from any and all accountings, in court or elsewhere, with respect to either of said two trust estates.

It is intended that this release shall operate as a complete answer and bar to and against any action or proceeding which may be at any time hereafter begun by the first party, *his* heirs, executors and administrators, to compel the second parties, their successors or assigns, to account in any court or in any way, for their proceedings, as trustees, in connection with either of the trust estates set apart and held for the benefit of Mary H. Loney and remaindermen under said Will.

W I T N E S S the hand and seal of the first party this
25th day of May, 1900.

Robert Barton Jr.

In the presence of:-

The Filson Historical Society

THOMAS L. WATERS,
ATTORNEY & COUNSELOR AT LAW,
BROAD-EXCHANGE BUILDING,
NEW YORK.

TELEPHONE 3524 BROAD.

New York, N. Y., January 8th 1902.

Mrs. Ex. Norton,
Ashville, N. C.

My dear Madam:--

I send you the enclosed Will for execution. I have marked in lead-pencil just where you are to sign, and also where the witnesses are to sign, and I desire that the instructions shall be carried out to the letter, as the law is very stringent in this regard.

I wish you would have the Will witnessed by three witnesses, preferably residents of New York State, although this is not essential. It is only necessary that the parties should be able to read and write, in order to be able to be a competent witness, and any member of your household who is in Ashville with you, will answer the purpose, barring of course any one who shall be a beneficiary under the Will.

The witnesses to the Will must be present when you sign the Will, and when they witness the same, and you can have them all in the room together while it is being done.

This will divides your estate equally among your five children, and makes your three sons the executors, with power to manage and distribute the same as they may see fit..

If you will upon the execution of the Will return it to me, I can then see that it has been properly executed. I will then return the will to you to be placed among your papers, or I can

E. N. -2-

hold it in my lock-box subject to your order, in the event of your death to be given to your executors.

If you have ever before made a Will it would be just as well to destroy it, so that there may be no possible conflict between the two instruments, I also enclose my bill for services in the matter as you requested.

Yours very truly,

Thomas R. Peters

The Filson Historical Society

THOMAS L. WATERS,
ATTORNEY & COUNSELOR AT LAW,
BROAD-EXCHANGE BUILDING,
NEW YORK.

TELEPHONE 3524 BROAD.

New York, N. Y., January 15th 1902.

Mrs. Ex Norton,
Asheville, N. C.

Dear Mrs. Norton:--

I received your Will to-day, and it is properly executed so far as the signing goes. To be perfectly certain of the due execution thereof, I would like ^{you} to let me know if you carried out my instructions in regard to signing the Will in the presence of the witnesses, and their signing in your presence and in the presence of each other, and also whether you acquainted them with the fact that it was your last Will. It is so important that these requirements should be strictly complied with, that I wish to feel absolutely certain upon this subject. I also beg to acknowledge the receipt of your check, and I herewith return receipted bill to you.

I was with Fred last night, and saw Ex. to-day and I think your children are all well.

I thank you for your expression of your appreciation of my work.

With esteem^{ed} consideration, believe me Dear Madam, I remain,

Sincerely yours,



New York, N. Y., January 8th 1902.

Mrs. Ex Norton,

To Thomas L. Waters, D^r
Counselor at Law.

For Professional Services as per following Statement.

For services rendered in the drawing
up of the enclosed will

\$25.00

Paid Jan 15th 1902.
Thomas L. Waters

Please receipt & return to Mrs Ex Norton.