Williams, Clerk of the Wayne Circuit Court, personally came Joseph E. Barber, one of the subscribing witnesses to the foregoing last Will and Testament of John Yaryan, late of Wayne County, Indiana, deceased, and being duly sworn on oath says that he was present at the execution of said last will, and that the same was duly executed, that at the time of the execution thereof, said testator was of full age to devise his property, of sound mind and memory and not under any coercion or restraint, that the said testator requested John C. Whitridge and this affiant to sign said will as witnesses thereto, which they accordingly did, in the presence of said testator and in the presence of each other as subscribing witnesses thereto.

Joseph E. Barber.

Subscribed and sworn to before me, this 19th day of March 1894.

Geo. R. Williams, Clerk
Wayne Circuit Court.

State of Indiana, Wayne County, ss.

I, George R. Williams, Clerk of the Wayne Circuit Court, do hereby certify that the above and foregoing last will and testament of John Yaryan, late of Wayne County, State of Indiana, deceased, was this day duly admitted to probate and record, and the proof thereof duly made by Joseph E. Barber, one of the subscribing witnesses thereto, which said will together with such proof have been duly recorded in Record of Wills, No 9 page in this Office. Witness my name and the seal of said Court, this 19th day of March, 1894.

(Seal) Geo. R. Williams, Clerk
Wayne Circuit Court.

Whereas, John Yaryan, late of the City of Richmond, County of Wayne, and State of Indiana, died at said City on the 27th day of January, 1894, leaving a last will and testament executed by him on the 4th day of July 1886, And whereas, there appears on the face of said Will certain pencil marks, erasures, interlineations and apparent cancelations, and Whereas, the undersigned Sarah P. Yaryan, widow, John L. Yaryan and Homer T. Yaryan, sons, and John W. Poundstone and Alice Beall, grandchildren of the said John Yaryan, being the only heirs at law of the said John Yaryan and the legatees named in the said will are desirous of avoiding any disagreement concerning the said will, and for carrying out and executing the often expressed intention of the said John Yaryan made in his lifetime, do enter into the following agreement. It is hereby agreed by and between Sarah P. Yaryan, widow, John L. Yaryan and Homer T. Yaryan, sons, and John W. Poundstone and Alice Beall, grandchildren of the said John Yaryan

in consideration of the promises made herein by each of said persons to the other, and in consideration of the waiver of each one of said persons to contest the said will or dispute the same in any wise, that the said will as it was originally written in ink shall be taken and held to be the last will and testament of the said John Yaryan, deceased, with the exceptions hereinafter named that is to say, that the pencil marks drawn across the introductory part of said will, and the pencil erasures and interlineations in clauses 1. 2. 3. 4. 5. 6. 7. 8. 9 and 10. shall not be considered any part of said will and shall have no effect thereon. In Clause 4. where the words "John L. Yaryan" is written twice in ink and corrected in pencil writing as to appear as "John L. Yaryan" this correction shall remain and the words "John L. Yaryan" as written in ink in said clause shall be taken and construed to mean John L. Yaryan, whose name is attached to this agreement, the last sentence in clause "5" of said will, which reads as follows, "Should my wife die before my said I give and bequeath the remainder in said house and lot to said Lena" This sentence appearing corrected in the said will by the insertion of the word ook in pencil. so as to make it read as follows. "Should my wife die before my said I give and bequeath the remainder of my said estate in said house and lot to said Lena" It is hereby agreed that the said sentence as corrected by the said interlineation shall remain and taken and held a part of said will. With the exceptions aforesaid, it is hereby agreed that all the interlineations, crosses, pencil marks, erasures and apparent cancellations now appearing upon the face of said will shall be eliminated therefrom, and not be considered any part thereof, as if the same had never been made, and the said will as originally written in ink, that is to say all the writing in ink contained in said will in the handwriting of the said John Yaryan, deceased, whether whether marked or crossed in any wise, shall be taken to be the last will and testament of the said John Yaryan, deceased, and shall be so probated and as such shall have full force as such will. And it is hereby further agreed that this agreement shall be attached to said will and probated therewith and the parties thereto shall regard it as a part of said will, and hereby agree to abide by its terms and conditions without recourse. Witness our hands and seals this 30th day of January, 1894.

Sarah P. Yaryan,
Homer T. Yaryan,
John L. Yaryan,
John W. Poundstone,
Alice Beall.