

Recorded July 7th 1853. Delivered to the said Henry L. Elliott
2nd May 1853.

James Barber } Marriage } The State of South Carolina
E. M. Elliot } Settlement } Fairfield District } To Wit

To } This Agreement made and entered into by and
U. L. Elliott } between James Barber of the one part, Eleanor Elliott
of the second part, and Henry L. Elliott of the third part, all of the Dist.
of Fairfield and State aforesaid. Witnesseth, That Whereas a marriage
is intended shortly to be had and solemnized between the said James
Barber and the said Eleanor Elliott: And whereas the said James
Barber on his part hath agreed that all the property both real and
personal now belonging to the said Eleanor shall be, continue, and
remain to and for her own use and behoof, and not in anywise subject
to his control, the said intended marriage to the contrary notwithstanding
And that she the said Eleanor shall have full power to dispose of
the same in such manner as she may think proper; and whereas
also the said Eleanor hath agreed on her part, that in case she shall
survive the said James Barber, she will not claim Dower in any
of the lands, tenements, or real Estate of the said James Barber, or
any interest or share in his Estate whatsoever, either real or personal.

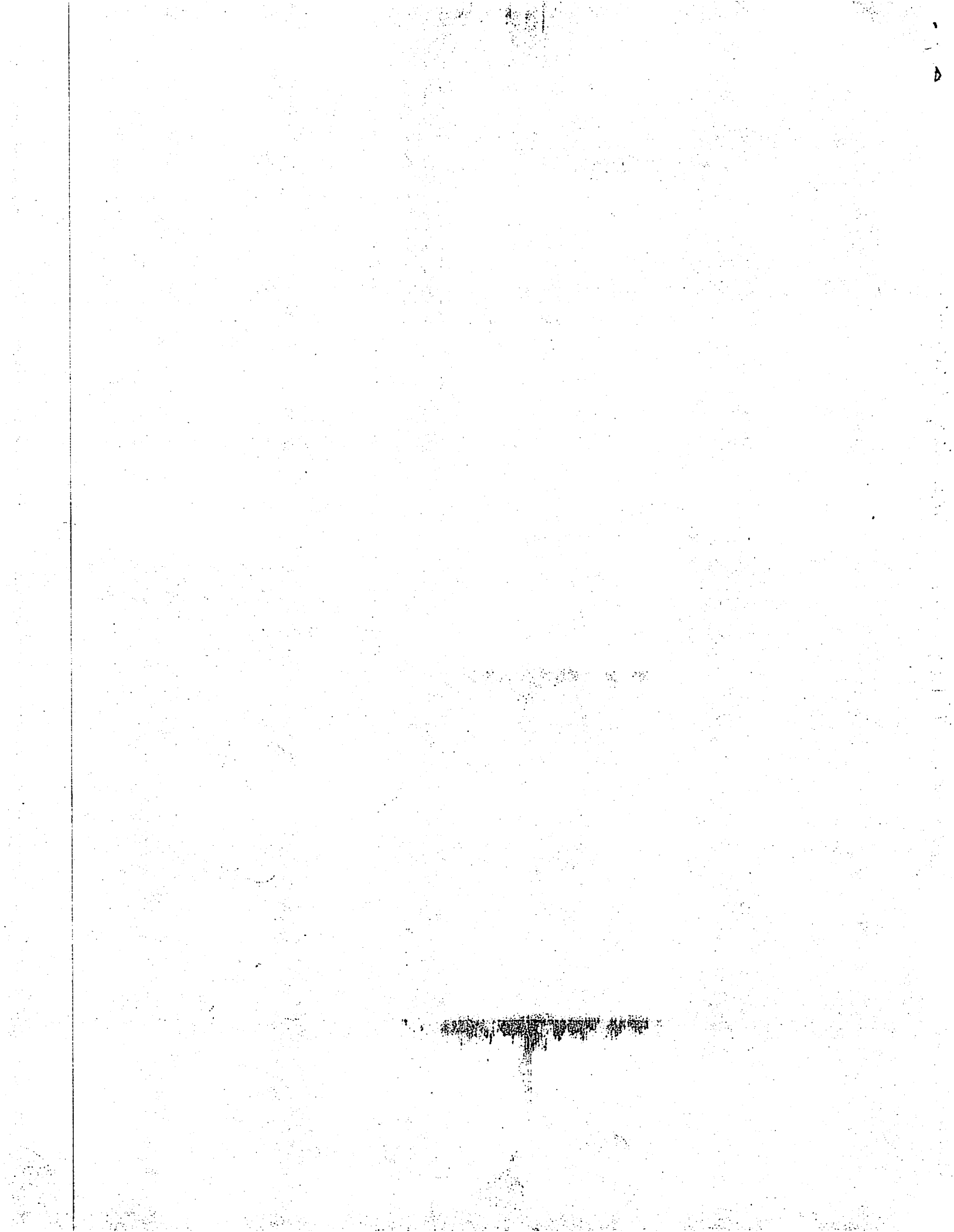
Now, therefore in consideration of the said agreement, and for the
purpose of carrying the same into effect: The said Eleanor Elliott
hath granted, aliened, released and conveyed, and by these presents
doth grant alien release and convey to the said Henry L. Elliott, all
that certain lot or parcel of Land situate in the Town of Winnsboro
borough in the District of Fairfield and State aforesaid, containing
half an Acre known & designated in the plan of said Town as Lot
No. 47, bounded Eastwardly on Congreg Street, Southwardly on Lot
No. 48, Westwardly on Lot No. 26, and Northwardly on Lot No. 46:

Also all that certain piece, parcel and tract of Land containing
one hundred acres, more or less, Situate on the Waters of Little River
in the District of Fairfield and State aforesaid, bounded by lands of
Edward Yarbrough, Gabriel Friday, John Yarbrough, Charles Mac-
tin & S. Seastarvick, together with all and singular the rights,
members, hereditaments, and appurtenances to the said lot, and
parcel of land in anywise incident or appertaining. So have and
to hold all and singular the said lot and parcel of Land, with the
appurtenances to the said Henry L. Elliott his heirs and assigns forever

Marriage Agreement

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James Barber



In Trust Nevertheless for the use and purposes herein after mentioned that is to say in Trust for the sole and separate use and behoof of the said Eleanor during the joint lives of her & the said James Barber, and in case she shall survive the said James Barber, then in Trust to release and surrender the same to the said Eleanor her heirs and assigns forever; and in case the said Eleanor shall not survive the said James Barber, then in Trust for such person or persons as she the said Eleanor shall by deed or will appoint, and in default of any such will or appointment by her, then in Trust for the heirs of the said Eleanor in fee simple: Or in case the said Eleanor in her life time shall direct said lot, or parcel of land, or either of them to be sold; then said Henry S. Elliott, his Heirs or Assigns is to convey said premises to the Vendor or Vendors, on the terms and conditions which the said Eleanor shall direct. And the said Eleanor for the consideration aforesaid, hath aliened and conveyed and by these presents doth alien and convey to the said Henry S. Elliott, all her Household and Kitchen furniture, and all her personal property of every kind and description whatever, in Trust for the same uses and purposes above specified in relation to the aforesaid lot and tract of land. And the said James Barber hereby renounces all right, title and interest in the property real and personal of the said Eleanor which he might or should otherwise acquire by the said intended marriage. And the said Eleanor in consideration of the premises doth hereby renounce all claim of Dower in the Lands, Tenements, and real estate of the said James Barber: And doth hereby covenant and agree, that in case she shall survive the said James Barber, no part of his Estate, either real or personal shall be claimed by her as his widow, or by virtue of the said Marriage, in case the same shall be had and solemnized.

In testimony whereof the said parties have hereunto set their hands and seals this thirtieth day of April in the year of our Lord one thousand Eight Hundred and forty four, and in the sixty eighth year of the sovereignty and Independence of the United States of America. The words "known & designated in the plan of said Town as lot No." interlined in the first line of the second page, before signed.

Witness
 John McDowell
 A. Burns
 James Barber
 E. M. Elliott
 H. S. Elliott

... of the said Eleanor in fee simple: Or in case the said Eleanor
in her life time shall direct said lot, or parcel of land, or either of
them to be sold; then said Henry S. Elliott, his Heirs, or Assigns
in fee simple or in fee simple to the vendor or vendors, on the terms and
conditions which the said Eleanor shall direct. And the said
Eleanor, for the consideration aforesaid, hath aliened and conve-
yed, and by these presents doth alien and convey to the said Henry S.
Elliott, all her Household and Kitchen furniture, and all her
personal property of every kind and description whatever, in Trust
for the same uses and purposes above specified in relation to the
aforesaid lot and tract of land. And the said James Barber hereby
relinquisheth all right, title and interest in the property real and
personal of the said Eleanor which he might demand thereunto
require by the said intended marriage. And the said Eleanor in
consideration of the promises doth hereby renounce all claim of
Dower in the lands, tenements, and real estate of the said James
Barber: And doth hereby covenant and agree, that in case she
shall survive the said James Barber, no part of his Estate, either real
or personal shall be claimed by her as his widow, or by virtue of the
said Marriage, in case the same shall be had and solemnized.

In Testimony whereof the said parties have hereunto set their hands
and seals this thirtieth day of April in the year of our Lord one thou-
sand Eight Hundred and forty four, and in the sixty eighth year of
the sovereignty and Independence of the United States of America.

The words "known & designated in the plan of said Town as Lot No." interlined in the first line of the second page, before signed.

Witness	James Barber	JB
David McDouell	E. M. Elliott	EB
G. Lyons	H. S. Elliott	ES

South Carolina }
Fairfield District } Personally appeared before me Geo. Lyons and
made oath that he saw James Barber & Eleanor M. Elliott,
and H. S. Elliott as Trustee sign seal and deliver the within Marriage
Agreement for the uses and purposes therein mentioned and that he
with D. McDouell in the presence of each other witnessed the due
execution thereof.
G. Lyons

Sworn to & subscribed before me 8th July 1853
O. H. Thompson C.C.P.
Recorded July 8th 1853. Relivered to