

THE STATE OF SOUTH CAROLINA  
FAIRFIELD DISTRICT

## JAMES BARBER MARRIAGE SETTLEMENT

E. M. ELLIOTT

to

H. L. ELLIOTT

This agreement made and entered into by and between James Barber of the one part, Eleanor Elliott of the second part and Henry L. Elliott of the third part, all of the District 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 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 Winnsborough in the District of Fairfield and State aforesaid, containing half an acre known and designated in the plan of said Town as lot #47, bounded easterly on Congress Street, Southwesterly on lot #48, Westwardly on lot #26 and Northwardly on lot #46. Also all that certain piece, parcel and tract of land containing one hundred (100) acres more or less situate on the waters of Little River in the District of Fairfield and State aforesaid, bounded by lands of Edward Yarborough, Gabriel Friday, John Yarborough, Charles Martin and L. Seastrunk: together with all and singular the rights, Members, hereditaments and appurtenances to the said lot and parcel of land in any wise incident or appertaining - To 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 in trust nevertheless for the uses and purposes hereinafter 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 and 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 lifetime shall direct said lot or parcel of land or either of them to be sold; then said Henry L. Elliott his heirs or assigns is to convey said premises to the venter or venders, 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 L. Elliott all her household and kitchen furniture, and all her personal

JAMES BARBER  
H. M. ELLIOTT  
H. I. ELLIOTT

This agreement made and entered into by and between James Barber of the one part, Eleanor Elliott of the second part and Henry I. Elliott of the third part, all of the District of Columbia and State of Maryland, witnesseth, that whereas a marriage is intended shortly to be had and consummated 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 down in any of the lands, tenements or real 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, released and conveyed and by these presents doth grant, release and convey to the said Henry I. Elliott all that certain lot or parcel of land situate in the Town of Washington in the District of Columbia, containing half and some down and eastwardly bounded in the plan of said town as lot 417, bounded easterly on Congress Street, Southwesterly on lot 418, Westwarily on lot 420 and Northwarily on lot 416. Also all that certain piece, parcel and tract of land containing one hundred (100) acres more or less situate on the waters of Little River in the District of Columbia and State of Maryland, bounded by lands of Edward Harbord, Gabriel Trisby, John Harbord, Charles Martin and J. G. Martin; together with all and singular the rights, Members, hereditaments and appurtenances to the said lot and parcel of land in any wise incident or appertaining - To have and to hold all and singular the said lot and parcel of land, with the appurtenances to the said Henry I. Elliott, his heirs and assigns forever in full and entire fee for the use and purposes hereinafter 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 and 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 the single. Or in case the said Eleanor in her lifetime shall direct said lot or parcel of land or either of them to be sold; then said Henry I. 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 I. 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 and would 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 (April 30, 1844) and in the sixty eighth year of the sovernfnty and Independence of the United States of America. The words "known and designated in the plan of said Town as Lot#" interlined in the first line of the second page, before signed.

James Barber

Witness: David McDowell  
G. Lyons

E. M. Elliott

H. L. Elliott

South Carolina  
Fairfield District

Personally appeared before me Geo. Lyons and made oath that he saw James Barber, Sr. and Eleanor M. Elliott and H. L. Elliott as Trustee sign, seal and deliver the within marriage agreement for the uses and purposes therein mentioned and that he with D. McDowell in the presence of each other witnessed the due execution thereof.

Sworn to and suscribed before me 8th Feby 1853  
O. R. Thompson, CCP

Recorded Feby. 8th 1853

FAIRFIELD COUNTY DEEDS  
BOOK TT pg.389-390

Property of every kind and description whatsoever, 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 and would 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 both hereby covenant and agree that in case the said survivor 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 (April 30, 1844) and in the sixty eighth year of the sovereignty and Independence of the United States of America. The words "town and designated in the plan of said Town as Lot" inserted in the first line of the second page, before signed.

James Barber  
 E. M. Elliott  
 H. I. Elliott

Witness: David McDowell  
 G. Lyons

South Carolina  
 Fairfield District

Personally appeared before me Geo. Lyons and made oath that he saw James Barber, Sr. and Eleanor M. Elliott and H. I. Elliott as trustees sign, seal and deliver the within marriage agreement for the uses and purposes therein mentioned and that he with D. McDowell in the presence of each other witnessed the due execution thereof.

Sworn to and subscribed before me 6th Feby 1843  
 G. R. Thompson, CDP

Recorded Feby. 8th 1843

FAIRFIELD COUNTY DEEDS  
 BOOK TT pg. 382-390