

Myrick
with } Agent
Carr

1852

December the 3rd
to Alex. Myrick

Memorandum of a contract made and entered into this 22^d day
December 1851 between Alexander Myrick and Eliza Carr, both of
Hillsborough that whereas a marriage is intended by divine permission
to be had and solemnized by and between the said Alexander Myrick
and Eliza Carr, each of whom is at present possessed of property
and whereas the distinct understanding and agreement between the
parties is that each shall to all future time exercise the entire
right, control and disposition of their present respective pro-
erty after the said intermarriage precisely to the same extent,
and to the same manner, as if said marriage had never
occurred. Now in execution of this agreement and in
consideration of the mutual relinquishment herein contained, the
parties aforesaid do hereby covenant and contract each with
the other in the first place that the said Alexander Myrick
shall not appropriate or otherwise dispose of by sale, will or
otherwise of any part of the property which now belongs to the said
Carr, or which she may hereafter acquire, but the same is to be
retained in him & solely during her life, and with liberty reserved
to dispose of the same by deed or will to whomsoever she please
And in the second place that the said Eliza Carr shall have
no claim, right or title whatsoever to any part or description
of the property real, personal or mixed, which the said
Alexander Myrick now owns or may hereafter acquire,
either during the said contemplated marriage or afterwards should
she survive it, and is not to assert a claim or have any
right whatever either legal or equitable, to any share or
distributable proportion of his estate or any compensation for the
same, to any extent whatsoever. It being the true intent and
meaning of these presents, that the said Eliza Carr releases
and abandons all claim of right or title forever to any part of
the said Myrick's present or future estate and is to
depend on such voluntary provision as he may himself
think proper hereafter to make for her according to his
own unlimited discretion. But if the said Myrick should
die intestate then his admr. shall pay to the said Eliza
should she survive him the sum of three hundred dollars.

On testimony whereof, the said Alexander Myrick and Eliza Carr
have hereunto subscribed their names and affixed their seals the
day & date first above written.

Signed, sealed & delivered
in presence of

Josiah W. Johnson.
James W. Battle
James Maget
Jos. C. Magett.

Alex. Myrick
Eliza Carr

Southampton County. In the Clerk's office the 19th day of January 1852.
This Agreement between Alexander Myrick and Eliza Carr was
proved as to both parties by the oath of James Maget,
one of the subscribing witnesses thereto: And on the 19th
day of July 1852, said agreement was further proved as
to both the said parties by the oath of Josiah W. Johnson
also a subscribing witness thereto, and admitted to record.

E. H. Edwards, Clk.

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