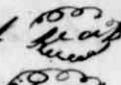
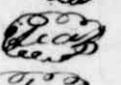
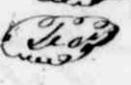


1
This Indenture of three parts made and entered into this 21st twenty
first day of February in the year of Eighteen hundred and thirty eight
between Charles G. Markle of the first part and Catharine McFarland
of the second part, and Walter McFarland of the third part all of the
County of Ralls and State of Missouri Witnesseth that whereas a
marriage is intended between the said Charles G. Markle and Cath-
-arine McFarland, and whereas it is agreed that all the Real and
personal property of the said Catharine McFarland which she now
owns and has in her possession or which she may hereafter acquire
by descent or purchase, or which may have been given to her to become
hers upon the happening of any contingency consequent upon a contract
or by operation of Law, shall be assigned by the said Catharine McFar-
-land to the said Walter McFarland the trusts herein after mentioned
respecting the same, the said Catharine McFarland in pursuance of the
agreement and with the consent of the said Charles G. Markle testified
by his signing and sealing these presents and in consideration of one
Dollar to her paid in hand both assigned, set over and transferred and
doth hereby assigning set over and transfer to the said Walter McFarland
all of the estate of her the said Catharine McFarland so enumerated and
described as aforesaid and upon the several trusts and subject to the
agreement herein after ~~made~~ mentioned, that is to say upon Trust
that the said Walter McFarland shall permit the said Catharine McFarland
to keep and enjoy and at her will to sell and dispose of her estate as aforesaid
and by her last will in writing appoint and in default of such
appointment the administrators of the said Catharine McFarland shall
sell and dispose of her estate so mentioned aforesaid for the use of and
benefit of her lawful heirs or in case of a will to make such a dis-
-position of it as she may direct and the said Walter McFarland
shall not intermeddle therewith and that the same or any part
thereof shall not be liable to his control, debts, or disposal but
shall remain wholly in the power of and at the disposal of said
Catharine McFarland ~~and the said Charles G. Markle~~ and it is the
understanding of the parties to this instrument of writing that the whole
of the property herein mentioned is to be subject to the control and dis-
-posal of the said Catharine McFarland during her life and to be disposed
of at her death as she may direct or in event of her failing to make
any disposal of said property is to descend to her heirs and it is understood
that none of the property aforesaid to the debts or disposition of the said
Charles G. Markle shall in anywise be subject. In testimony wh-
-ereof we the said Charles G. Markle, Catharine McFarland
and Walter McFarland have hereunto set our hands and
affixed our seals on the day and year first aforesaid

Written
Teste
Rich^d B. Markle
Green M^r McFarland

Catharine McFarland 
Charles G. Markle 
Walter McFarland 

* The word "made" marked over & mentioned intulined in 27th line between after & that
† The words "and the said Charles G. Markle" marked over in 4th line Original

Recorded April 12th A.D. 1838
Examined.

Harrison Glascock Esq. Recorder R.C.

Delivered C.G. Markle. 25th Jan^y 1839

This Indenture of three parts made and entered into this 21st twenty first day of February in the year eighteen hundred and thirty eight between Charles G. Markle of the first part and Catharine McFarland of the second part, and Walter McFarland of the third part all of the County of Ralls and State of Missouri, witnesseth that whereas a marriage is intended between the said Charles G. Markle and Catharine McFarland and whereas it is agreed, that all the real and personal property of the said Catharine McFarland which she now owns and has in her possession, or which she may hereafter acquire by descent or purchase, or which may have been given to her to become hers upon the happening of any contingency consequent upon a Contract or by operation of law, shall be assigned by the said Catharine McFarland to the said Walter McFarland the Trusts herein after mentioned respecting the same, the said Catharine McFarland in pursuance of the agreement and with the Consent of the said Charles G. Markle testified by his signing and sealing these presents and in Consideration of one dollar to her paid in hand hath assigned set over and transferred and doth hereby assign set over and transfer to the said Walter McFarland all of the estate of her the said Catharine McFarland so enumerated and described as aforesaid and upon the several trusts and subject to the agreement hereinafter mentioned, that is to say upon Trust that the said Walter McFarland shall permit the said Catharine McFarland to keep and enjoy and at her Will to sell and dispose of her estate as aforesaid and by her last Will in writing appoint and in default of such appointment the administrators of the said Catharine McFarland shall sell and dispose of her estate so mentioned aforesaid for the use and benefit of her lawfull Heirs or in case of a Will to make such a disposition of it as she may direct and the said Walter McFarland shall not intermeddle Therewith and that the same or any part thereof shall not be liable

to his control, debts or disposal but shall remain wholly in the power of and at the disposal of said Catharine M^r Farland. And it is the understanding of the parties to this instrument of writing, that the whole of the property herein mentioned is to be subject to the Control and disposal of the said Catharine M^r Farland during her life, and to be disposed of at her death as she may direct or in the event of her failing to make any disposal of said property is to descend to her heirs and is understood that none of the property aforesaid, to the debts or disposition of the said Charles G. Markle, shall in anywise be subject, In testimony whereof we the said Charles G. Markle, Catharine M^r Farland and Walter M^r Farland have hereunto set our hands and affixed our seals on the day and year first aforesaid written

Test: Rich^d B. Markle
Green M. M^r Farland

}
}

Catharine M^r Farland
Charles G. Markle
Walter M^r Farland

State of Missouri

County of Ralls } Harrison Glascock Esq^r Recorder for the County of Ralls in the State aforesaid Certify that the above and foregoing instrument of writing or marriage Contract hereunto attached is truly Recorded in my office this 12th day of April A.D. 1838 in Book A. in pages 1 and 2 of Marriage Contracts. In witness whereof I the aforesaid Recorder have hereunto set my hand and official seal the day and date above written.

Harrison Glascock Esq^r Recorder R.C.

- * One word erased and the word "mentioned" interlined, in the first line of the 2^d page of the original instrument.
- 7. Seven words erased in the 13th line of the same.

State of Missouri } Set:

County of Ralls } Be it remembered, that on this first day of May in the year of our Lord, one thousand eight hundred and thirty nine, before me John Ralls, Clerk of the Circuit Court, within and for the County of Ralls in the State of Missouri, personally came Green M^r Farland, who is personally known to me to be the person whose name is subscribed to the within and foregoing instrument of writing, as a subscribing witness thereto, and being duly sworn by me, upon his oath said, that Catharine M^r Farland, Charles G. Markle and Walter M^r Farland whose names are subscribed to the said instrument of writing as parties thereto, are personally known to him to be the real persons who executed the same, and that they subscribed and acknowledged the same to be their respective act and deed hand and seal for the purposes

Examined & delivered
H. H. H. H.

therein mentioned in his presence, and that the said Green M. Farland
subscribed his name to the same as a witness thereto in their presence and
in the presence of Rich^d. B. Markle, the other subscribing witness thereto,
In testimony whereof, I the Clerk aforesaid have hereunto
set my hand and affixed the seal of the said Court - Done
at office in the Town of New London, the day and year
herein above written

John Ralls Clerk

Received and deposited for Record and Recorded the 1st day of May 1839.
John Ralls Esq. Recorder R. Co.

Articles of agreement of three parts, indented made &c. between James
Seak of the County of Ralls and State of Missouri of the first
part and Ann Carter of the County of Monroe and State of Missouri
of the second part and Daniel O Bryan Trustee of the County and
State last aforesaid of the third part as followeth, whereas
the said Ann Carter is seized of a life estate to all the lands
and personal property of her former husband who has deceased
some time since lying and being in the County of Monro' and
State aforesaid and whereas a marriage is shortly intend-
ed to be had and solemnized between the said James Seak
and the said Ann Carter. It is therefore Covenanted
and agreed by and between these parties to these presents in
manner and form following, (that is to say, first the said
James Seak for himself his heirs, executors and administrators
doth Covenant, and agree to and with the said Ann Carter
and Daniel O Bryan, the said Ann Carter his intended
wife, her heirs and assigns in case the said intended
marriage shall be had and solemnized to allow the said
Ann Carter and Daniel O Bryan to have the whole use
and benefit of the property both real & personal that she
the said Ann is now in anywise the owner or possessor
of, subject to the disposition that the law would make
of it, provided the intended marriage had not been had
and solemnized. And whereas the said James Seak, is possessed
of lands and personal property lying and being in the County of
Ralls and State of Missouri, it is therefore Covenanted and
agreed by and between the said parties to these presents
in manner and form following (that is to say) first the
said Ann Carter and Daniel O Bryan Trustee, their heirs
Executors and administrators doth Covenant and agree to and
with the same James Seak his heirs and assigns that in

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the event that the said intended marriage is had and solemnised that the property of the said James Seake is to be and remain subject to the disposition that the law would make of it, provided this intended marriage had not been had and solemnised; except it is covenanted and agreed by and between the parties hereto, that in case the said Ann Carter is the longest lived, that she is to have a comfortable dwelling house with forty acres of land then in cultivation attached to it and timber sufficient to support the same, upon the land of the said James Seake so long as she remains to be a widow & no longer, but if she remains a widow during her life, she is to have said house with the aforesaid appurtenances till her death. And it is further covenanted and agreed by and between the parties hereto that neither the said James Seake nor the said Ann Carter is to be liable for the debts of each other contracted before the intended marriage, but each one's debts are to be paid out of their respective properties as they would have been paid, provided said intended marriage had not have been solemnized. In witness whereof we have hereunto set our hands & seals this 28th day of March A.D. 1837.

Attest

Matthew Elliott - 1.
John S. Spratswell 2.

James Seake (seal)
Ann Carter (seal)
Daniel O'Brien (seal)

State of Missouri, County of Ralls Set.

Be it remembered that on this 7th day of March A.D. 1842. before me John Ralls, Clerk of the Circuit Court of the County of Ralls in the State of Missouri, personally come Matthew Elliott and John S. Spratswell, who are each personally known to me, to be the persons whose names are subscribed to the foregoing instrument of writing as subscribing witnesses, and being duly sworn by me, made solemn oath, that James Seake, Ann Carter and Daniel O'Brien whose names are subscribed to the said instrument of writing as parties thereto having executed the same, are the real persons who executed the same, that they the said Seake, Carter and O'Brien, subscribed and sealed the same in their presence and acknowledged the said instrument to be their respective act and deed hand and seal, for the purposes therein mentioned, and that they the said Matthew Elliott and John S. Spratswell subscribed their names as witnesses to the said instrument in the presence of the parties above named. In testimony whereof I the said Clerk have hereunto my hand and affixed the Judicial seal of the said Circuit Court, at office in New London, the same day and year herein above

Written *W*
 Received for record the 7th March A.D. 1844.
 John Ralls Clerk
 William S. Lofland
 John Ralls Recorder
 Ralls County Mo.

Schrotter }
 + } Mar. Cont. }
 Gerard }

Whereas it is in contemplation to celebrate the rite of matrimony between George Schrotter of the County of Marion, State of Missouri and Agnes Lourenia Gerard of the County of Ralls and State aforesaid. It is therefore agreed and contracted between the parties aforesaid that the said Schrotter hereby covenants and does agree to relinquish and does hereby relinquish all claims in law or equity, which said contemplated marriage may confer upon him when consummated to all or any property, either real or personal, whether money land or Slaves goods or Chattels, which said Agnes L. Gerard may inherit in her own right or which may have been devised to her by her Grand Father the late Walter Rogers of Kentucky or from her father William Gerard or from any source and which may from time to time come into the possession of said Schrotter. But it is clearly and distinctly understood and agreed that the said Agnes Lourenia Gerard shall have the right of using and disposing of the same as if said marriage had not taken place the property not being subject to sale or liable to seizure for any contract, debt or other liability, heretofore contracted or which may hereafter be contracted, by said Schrotter without her consent. Witness our hands and seals Tuesday January the 2nd 1844.

George Schrotter (Seal)
 Agnes L. Gerard (Seal)

State of Missouri }
 County of Ralls }^{ss}

Be it remembered that on this second day of January in the year of our Lord eighteen hundred and forty four, before me a Justice of the Peace within and for the County aforesaid appeared George Schrotter and Agnes L. Gerard who are personally known to me to be the persons whose names are subscribed to the foregoing instrument of writing as having executed the same and acknowledge the said instrument to be their act and deed for the purposes therein mentioned. Taken and Certified the day and year aforesaid.

John W. Ayres, J. P.

State of Missouri }
 County of Ralls }^{ss}

Be it remembered that on this thirty first day of January, A.D. 1844 before me William Roman one of the Justices of the County Court within and for the said County

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Personally came ^{George} Schuster and Agnes L. Schuster his wife formerly Agnes L. Gerards and at the date when this instrument within was dated and signed South personally known to me to be the persons whose names are subscribed to the within or foregoing instrument of writing as having executed the same and severally acknowledged the same to be their act and deeds their hands and seals for the purposes therein mentioned taken and certified the day and year aforesaid.

Williams Norman, J. C. C.

Filed for record the sixth day of February A.D. 1844.

John Ralls Recorder

Ralls County Mo.

Smith
and } Mar.
 } Cont.
Williams

This Indenture made and entered into, this 3rd day of October A.D. 1844, between James Smith of the first part, and Elizabeth Williams of the second part, each party being at this time in the County of Ralls in the State of Missouri witnesseth: that whereas a marriage is intended shortly to be solemnized between the parties aforesaid. It is therefore covenanted and agreed between the parties aforesaid, in view of the intended marriage, that all the real and personal estate which the said Elizabeth Williams now owns in her own absolute right (exclusive of the estate derived directly from the estate of her late husband Paul M. Williams) shall at all times be subject to her control and management, at her disposal by will or otherwise, without any written, verbal or implied consent of the said James Smith, to be leased, rented, hired or sold, bequeathed by her last will and testament or otherwise, disposed of by her as she may think proper, to such person or persons, and on such terms and limitations as she may desire. It being expressly understood and agreed to, between the parties aforesaid, that no part, species or kind of property real or personal which the said Elizabeth Williams now owns, shall at any time be liable to seizure or subject to sale for the payment of the contracts, debts or liabilities of the said James Smith, now contracted or hereafter to be contracted or entered into upon execution or otherwise, as the said estate is to be subject to the control and disposition of the said Elizabeth Williams, with full power and authority to dispose of the same by her last will and testament if necessary, or otherwise and the property of the said James Smith is to be subject to the disposition that the law will make of it in case the intended

marriage is not solemnized between the parties aforesaid. The said James Smith hereby relinquishes all claim in law or equity which said contemplated marriage may confer upon him when consummated, to all or any property real or personal, in case this contract had not been entered into. Witness the hands and seals of the parties aforesaid, at the County of Ralls aforesaid, the same day and year herein first above written. Five words erased in 7th line 2^d page before the signing hereof.

James Smith (Seal)
Elizabeth W. Williams (Seal)

Signed and acknowledged by the above named parties on the day and year above written.

John Ralls Clerk of the Ralls Circuit Court.

State of Missouri County of Ralls 1st.

Be it remembered that on this second day of October A.D. 1846 before me John Ralls, Clerk of the Circuit Court in and for the County aforesaid, personally appeared James Smith and Elizabeth W. Williams, each of whom is personally known to me to be the persons whose names are subscribed to the foregoing instrument of writing as parties thereto having executed the same and severally acknowledged the said instrument to be their act and deed, hand and seal for the purposes therein mentioned: In testimony whereof I have hereunto set my hand and affixed the Judicial seal of the said Court at office in New London the same day and year herein above written.

(Seal)

John Ralls Clerk.

Received for record and recorded the 3rd October 1846
John Ralls Recorder

Rhodes } This Contract made and entered into this fifth
Contract } day of February 1846. between Eustaces A. Rhodes
Glascok } of the County of Pike and State of Missouri and
Eliza Glascok of the County of Ralls and State
aforesaid Witnesseth that whereas a marriage is
contemplated between said parties, should such
marriage take place, it is agreed by said parties that
the individual property and rights of property and
all the interest therein both real and personal

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of the said Eliza Glascock shall be and remain the sole and separate property of the said Eliza Glascock. It is further agreed that the said Rhodes shall have the whole management & control of said property for the use and benefit of the said Eliza Glascock and her children for her maintainance and for the maintainance and education of her children. It is further understood and agreed by said parties that the property of the said Eliza Glascock nor the profits nor increase thereof shall be bound or subject to the payment of the debts of said Rhodes contracted before said marriage. It is further agreed between said parties that the said Eliza Glascock shall not have power to alienate any of the afore mentioned property or any of her rights or any interest in the same nor to charge the same with debts for more than one hundred dollars without the consent of said Rhodes. In testimony of which we have hereunto set our hands and seals this day and year above written

Attest

A. M. Williams

Isaac Scarce

Eustace N. Rhodes (Seal)

Eliza Glascock (Seal)

State of Missour County of Ralls Jct.

Be it remembered that on this fifth day of February in the year of our Lord one thousand eight hundred and forty five before me John Ralls Clerk of the Circuit Court in and for the County aforesaid personally appeared Eustace N. Rhodes and Eliza Glascock, each of whom are personally known to me to be the persons whose names are subscribed to the within and foregoing marriage Contract or instrument in writing, as parties thereto having executed the same, and severally acknowledged said instrument to be their hand and seal, act and deed for the purposes therein mentioned. In testimony whereof I have hereunto set my hand and affixed the



Judicial Seal of said Court, at New Gordon County and State aforesaid, John Ralls Clerk
Filed for record the 5th day of February A.D. 1846.
and recorded the 7th day of February A.D. 1846.
John Ralls Recorder

11
G. Shaver
Wm. Mar. Con
A. Seake

This Indenture of three parts made and entered into this 18th Day of October in the year of our Lord eighteen hundred and forty seven, between George Shaver of the first part and Ann Seake of the second part, and Jacob Melty of the third part, all of the County of Ralls in the State of Missouri, Witnesses. Whereas, the said Ann Seake is seized of Real ~~estate~~ and personal estate as her absolute property and it being the intention of the said George Shaver and Ann Seake to have the rites of Matrimony solemnized between them according to Law, it is therefore covenanted and agreed between the parties to these presents, in the manner and form following to wit, The said George Shaver for himself, his heirs and assigns, covenants and agrees with the said Ann Seake and Jacob Melty, that the said Ann Seake in case the said Marriage shall be had and solemnized, shall have the use and benefit of all the property real and personal that she the said Ann is now in any wise the owner, subject to the disposition that the Law would make of it, provided the intended Marriage should not be had and solemnized. And the said George Shaver also being possessed of Real and personal property, it is therefore covenanted and agreed by and between the parties aforesaid, that in the event of the solemnization of said Marriage, the property shall of the said Shaver shall be and remain subject to the same disposition that the Law would make of it, in case the intended Marriage should not be solemnized, except that, is covenanted and agreed between the parties aforesaid, that in case the said Ann Seake should survive the said George Shaver, that she is to have and be endowed with one equal third part of the estate of the said George Shaver, during the time she remains his wife or widow, and then to revert to his bodily heirs or assigns, it is further covenanted and understood between the parties aforesaid, that neither the said Shaver nor the said Ann Seake is to be bound or liable for the debts, contracts, or liabilities of each other, contracted before the solemnization of said Marriage but the debts of each party are to be paid out of their respective properties as they would have been ^{paid} provided said Marriage had not been solemnized.

In Testimony whereof the said George Shaver and Ann Seake and Jacob Melty have hereunto subscribed their

names and affixed their seals at the County of Ralls the same day and year herein above written

Witnesses present.

R Reddish

James O Mitt

George Shaver *Seal*

Ann Seake *Seal*

Jacob Melty *Seal*

State of Missouri, County of Ralls, set.

Be it remembered that on this twenty second day of February AD 1848. before me Samuel H Caldwell Clerk of the Circuit Court of the County of Ralls in the state of Missouri, personally came Reuben Reddish and James O Mitt who are each personally known to me to be the persons whose names are subscribed to the foregoing instrument of writing as subscribing witnesses, and being duly sworn by me made ^{sworn} oath that George Shaver Ann Seake and Jacob Melty, whose names are subscribed to the ^{said} instrument of writing as parties thereto, having executed the same are the real persons who executed the same, that they the said Shaver, Seake and Melty subscribed and sealed the same in their presence, and acknowledged the said instrument to be their respective act and deed, hand and seal, for the purposes therein mentioned, and that the said Reuben Reddish and James O Mitt subscribed their names as witnesses to the said instrument in the presence of the parties above named, In testimony whereof I the said Clerk have hereunto set my hand and affix the judicial seal of the said Circuit Court at Office in New London the same day and year herein above written

Sam. H Caldwell Clerk

Received for record and recorded February 22^d AD 1848

Sam. H Caldwell Recorder

P. E. Blow

45 M. Co.

E. D. Labcaume

Whereas a marriage is contemplated between Peter E Blow of St Louis, Missouri, & Eugenie Osylo Labcaume of the same place, and it is the desire of the said Blow that his said future wife, should have the power of disposing of all property, real & personal and all effects belonging to her, or in which she is, or may hereafter be interested, by last will and testament made at

at any time during the existence of said Marriage,
 Now therefore the said Peter & Blow for the Considerations aforesaid, do hereby authorize and empower the said Eugene, at any, and at all times during the existence of said Marriage (if the same shall take place) to make her last will and testament, and any Codicil or Codicils, thereto, and the same to revoke, and again to make any other or others, from time to time, and any alterations thereof, and by such will or wills & codicils to dispose of any and all property, real, personal and mixed belonging to her or that shall belong to her, or in which she is or may be interested in as full and ample a manner as if she were sole and unmarried,
 In testimony whereof I have hereto set my hand and seal this twenty second day of November Eighteen hundred thirty Eight

Signed sealed and delivered Peter & Blow
 in presence of us by Peter & Blow,
 who in his presence and at his request, and in the presence of each other have signed as witnesses,
 Thomas M Taylor
 Symon B Starr
 Louis A Sabcaume

State of Missouri
 County of St Louis

Be it remembered that on this twenty sixth day of November in the year of our Lord Eighteen hundred and thirty Eight, before me, a Justice of the peace within and for the County aforesaid, appeared Peter & Blow who is personally known to me to be the person whose name is subscribed to the within and foregoing instrument of Writing as a party thereto and acknowledged the same to be his act and deed for the purposes therein mentioned, Taken and certified the day and year aforesaid,

P. Walsh, Justice,

State of Missouri
 County of Saint Louis
 I Lewis Hacy Clerk of the County Court of Saint Louis County, Certify that Patrick Walsh whose name is signed to the preceding Certificate of

of acknowledgement ^{the day of} the date of said Certificate, a Justice of the Peace for said County, duly commissioned and qualified, and that his signature thereto is genuine

In Testimony whereof I hereto set my hand and affix
the seal of said Court, at Office in Saint Louis
the fifteenth day of January Eighteen hundred
and forty nine,



Lewis H. Lacy Clerk

By J. Thornburgh Depty.

Examined

Received for record February 12th 1849 Recorded Febru-
ary 8th 1849.

Saml. H. Caldwell Recorder

These articles of agreement witnesseth that whereas a marriage is intended to be made ~~made~~ and solemnized between the undersigned Raphael Deake of the County of Ralls in the State of Missouri and Catharine Graves widow of George A. Graves dec^d of the County of Marion in the State of Kentucky and being both somewhat advanced in ~~life~~ ^{age} and having made a perfect agreement and understanding between themselves in regard to the property which each of them owns and of such property as each of them may hereafter acquire do now by these presents make and ratify the following contract and agreement in consideration of said intended marriage the the said Deake doth hereby covenant and agree that in the event said marriage shall take place he will not own hold or possess any portion of the estate which ~~she~~ the said Catharine Graves may have at her marriage or any portion of estate that she may acquire subsequently to her said anticipated marriage and all the estate of said Catharine now in possession and such as she may hereafter acquire is hereby conveyed to George A. Graves son of said Catharine & declared to be & remain in his hands for the separate use and benefit of her the said Catharine Graves forever & to be subject to her disposal either by will or conveyance or otherwise as she may think proper and no part thereof is ever to become the property of said Deake by reason of said marriage and the said Catharine Graves on her part doth hereby covenant to and agree with the said Raphael Deake in consideration of said anticipated marriage and in consideration of the covenants of said Deake herein above before made that in case she should outlive her said intended husband

the said Raphael Seake that she wil not claim any dower in his estate nor will she claim any part thereof that is to say she wil not claim any part of the estate of said Seake now in possession or which he may hereafter acquire or in other words that she will not assert claim to any part of estate that the said Seake may die possess of or have till to at his death and as to such estate she hereby abandons & waives all claim to any part thereof nevertheless should the said marriage take place & said intended husband the said Raphael Seake then she the said Catharine is to receive out of the estate of said Seake so much when and then these proceeds of her own estate will furnish to her a decent & comfortable support and maintenance during her single life ~~time~~ If she should marry again all right to derive any part of her support from the estate of said Seake is hereby abandoned & forever waived In testimony whereof the said parties to the foregoing contract have hereunto set their hands & affixed their seal in the county of Marion in the state of Kentucky on this the 20th day of march 1851

Raphael Seake 
Catharine ^{her} Graves 
mark

State of Kentucky } of
Marion County } set

I Rutherford H Rountree clerk of the marion county Court certify that this marriage contract between Raphael Seake & Catharin Graves was on this acknowledged before me by said Raphael Seake & Graves to be their act & deed and the same was ordered to be recorded whereupon the same and this certificate are truly recorded in my office given under my hand this 20th day of march 1851

R H Rountree C. H. C. C.
by W. R. Rose D. C.

This Marriage Contract ~~was~~ made and entered this 29th Day of October in the year of Our Lord One Thousand eight hundred and fifty five, by and between Jeremiah B Smith of the County of Ralls and State of Missouri party of the first part, and Susan Mc Howard of the County of Ralls and State aforesaid, Witnesses, that a marriage is shortly intended by the parties aforesaid

to be had and solemnized between them according to law and in order to secure the parties in their respective rights and privileges by which their estate real and personal, is intended to be secured or conveyed, by which such estate may be effected in law or equity, they have therefore mutually agreed to the following Marriage Contract To wit, That the said Jeremiah B Smith agrees & binds himself his heirs Executors and administrators to give to the said Susan M Howard, the sum of One thousand dollars in Money which said sum is to be in lieu of dower, and it is expressly understood that said sum is all that said Susan M Howard is to ~~have~~ receive from the Estate of the said Jeremiah B Smith, and it is also understood that the said sum is to be paid to the said Susan M Howard at the death of the said Jeremiah B Smith and not until then, In witness whereof the parties aforesaid have hereunto set their hands and seals the same day herein first above written,

Witnesses present

Henry C Wellman

Thomas G Mills

State of Missouri

County of Ralls, Be it remembered that Jeremiah B Smith and Susan M Howard who are both personally known to the undersigned Clerk of the County Court within & for said County & State aforesaid to be the persons whose names are subscribed to the above & foregoing instrument of writing as parties thereto this day appeared before me and acknowledged that they executed and delivered the same as their voluntary act and deed for the uses and purposes therein contained, In Testimony whereof

Jeremiah B Smith *[Signature]*
 Susan M ^{her} Howard *[Signature]*
 mark

I have hereunto set my hand and affixed the seal of said Court, done at Office in St Louis and in the County aforesaid this 29th day of October A.D. 1855.

William C Young Clerk

Filed for record October 29th 1855. at 11 o'clock AM.

Saml H. Calver Recorder

Examined,
 fee paid
 delivered

Whereas a marriage is expected shortly to take place between George Waters of the County of Ralls + State of Missouri and Anny Rolana of the same County + State, And it being the desire of the said parties that each one shall have hold and dispose of their own property, therefore in anticipation of said marriage the said parties make and sign this instrument, that it may be distinctly understood that the said George Waters have and hold his own property pay his debts make his contracts as tho he was not married to the said Anny Rolana, and that she the said Anny Rolana have and hold her own property pay her debts make her contracts as tho she was not married to the said George Waters, It is further understood by the parties that the said Anny Rolana, Enters into this Contract instead of claiming dower of the said George Waters made and signed in the presence of A. Allison and Isaac Rolana, done and signed this Sept 26. 1859,

Test. A. Allison
Isaac Rolana,

George Waters,
Anny Rolana

State of Missouri
County of Ralls

Examined & Be it remembered that Isaac Rolana who is personally known to the undersigned Clerk of the Circuit Court within and for said County, to be the same person whose name is subscribed to the annexed instrument of writing as one of the witnesses thereto, this day appeared before me in said County, and having been by me duly sworn depose and says that George Waters and Anny Rolana whose names are subscribed to said instrument, of writing as parties, are the persons who executed the same, and that he the said Isaac Rolana subscribed his name to said writing as a witness thereof.

Witness my hand as clerk and the seal of said Court.

Done at Office at New London in said County this 10th Day of September 1860.

Saml. McCalawell Clerk

Filed for record Sept 10th 1860.

Saml. McCalawell Recorder

Know all men by these presents that we George Shaver of the first part and Eliza Shepherd of the second part both of the County of Ralls in the State of Missouri do hereby make and declare the following marriage

contract to wit. That is to say it is hereby expressly agreed ¹⁷
and understood, by and between the parties that we and
each of us shall have and reserve the entire use man-
agement and control of any and all property real,
personal or mixed, respectively held or owned by each of
us at the present time, during the existence of the mar-
riage between us and after the death of each or either
or both of us the same shall revert to and be distributed
~~it~~ to our respective heirs in like manner and with like
effect as though we had remained unmarried, provided
that in full consideration of all right or claim to
dowers by the said Eliza Shepherd party of the first part
in or to the estate of the said George Shaver party of the first
part that may or can, by virtue of any law now in force
or that may hereafter be enacted, should she be the longest-
liver, the party of the first part doth hereby give and set
apart, to the said party of the second part a for and during
her natural life, a certain negro girl named Sarah about
four years old of a copper ~~red~~ color, now in the possession
of and owned by the said party of the first part, which
said negro girl ^{at the death} of the said party of the first part, should
he first die is by his Administrator or executor to be set apart
and delivered over to the said party of the second part, to
be by her used, managed and controlled for and as her
sole and separate property, during her natural life and
after her the said Eliza's death, the said girl and her
increase if any is ^{to} revert to and be disposed of to the use
and benefit of the heirs of the party of the first ~~part~~
according to law or his Will, should he make one, But
should the party of the ~~first~~ ^{second} part ~~first~~ ^{second} die then
the said negro is to remain in the possession of the party
of the first part as though this contract had never been
made, and we and each of us hereby bind ourselves to sub-
mit to and be governed by the foregoing agreement in good
faith, the words, by the said Eliza Shepherd party of the
first part on the first page, and the words, and her increase
if any, on the second page, interlined before signed
Witness our hands & seals at the County of Kalls, this
13th day of November 1861

Witness

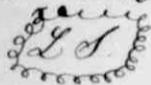
James M. Lear

George Shaver

George Shaver
her
Eliza Shepherd
mark

18
State of Missouri

County of Ralls J. A. Be it Remembred that on this 13th
day of November A. D. 1861, before the undersigned Clerk of the
County Court, of said county of Ralls, personally came George
Shaver & Eliza Shepherd who are both personally known to
me to be the same persons whose names are subscribed to the
foregoing instrument of writing as having executed the same,
and they both acknowledged and declared the same to be their
voluntary act and deed for the uses therein named and contained
at 3 o'clock P. M.

L. S.

Witness my hand as clerk and the seal of our said
Court this 13th day of November 1861

James W. Lear clerk

Filed for record Nov 13th 1861

These articles of agreement witnesseth that whereas a marriage
is intended shortly to be made, had and solemnized between
the undersigned, Raphael Leake of the County of Ralls in
the State of Missouri, and Catharine Graves, widow of George
N. Graves decd. of the County of Marion, in the State of
Kentucky, and being both somewhat advanced in life
and having made a perfect agreement and understanding
between themselves in regard to their property which each
of them owns and of such property as each of them may
hereafter acquire, do now by these presents, make and ratify
the following contract and agreement in consideration
of said intended marriage that the said Leake doth hereby
covenant and agree that in the event of said Marriage shall
take place he will not own, hold or possess any portion of
the estate which she the said Catharine Graves may have
at her marriage or any portion of estate she may acquire
subsequently to her said anticipated marriage and all the estate
of said Catharine now in possession and such as she may hereafter
acquire is hereby conveyed to George N. Graves son of said
Catharine & declared to be & remain in his hands for the
separate use and benefit of her the said Catharine Graves
forever & to be subject to her disposal either by Will or Conveyance
or otherwise as she may think proper and no part thereof
is ever to become the property of said Leake by reason of said
Marriage and the said Catharine Graves on her part doth
hereby covenant and agree with the said Raphael Leake

in consideration of said anticipated marriage and in consideration of the covenants of said Leake therein above before made that in case she should out live her said intended husband the said Raphael Leake that she will not claim any dower in his estate nor will she claim any part thereof, that is to say she will not claim any part of the estate of said Leake now in possession or which he hereafter acquires, or in other words that she will not assert claim to any part of the estate that the said Leake may die possessed of or have title to at his death and as to all such estate she hereby abandons & waives all claim to any part thereof, Nevertheless should the said marriage take place & should said Catharine Graves out live her said intended husband the said Raphael Leake, then she the said Catharine is to receive out of the estate of said Leake so much as when united to the proceeds of her own estate will furnish to her a decent & comfortable support and maintenance during her single life. If she should marry again all right to derive any part of her support from the estate of said Leake is hereby abandoned & forever waived. In testimony whereof the parties to the foregoing contract have hereunto set their hands & affixed their seals in the County of Marion in the State of Kentucky on this the 20th day of March 1857.

Raphael Leake Seal
 Catharine Graves Seal
 mark

State of Kentucky

Marion County }
 Sec. J. Rutherford H. Rountree Clerk of the Marion County Court certify that this marriage contract between Raphael Leake & Catharine Graves was on this day acknowledged before me by said Raphael Leake & Catharine Graves to be their act & deed and the same was ordered to be recorded whereupon the same and this certificate are truly recorded in my office. Given under my hand this 20th day of March 1857

R. H. Rountree C. No. Co. Co.
 By Honiah Rose D. Co.

Filed for record October 20th A.D. 1858.
 Sawd. H. Caldwell Recorder

This marriage contract, made and entered into this 14th day of July A.D. 1869 by and between Nelson Gregg of the County of Ralls and State of Missouri of one part and Elizabeth H. Leake of the same County and State of the other - Witnesseth that whereas that whereas there is a promise of marriage by and between the said Nelson Gregg and Elizabeth H. Leake and this marriage contract is mutually entered into by each of the parties (who are able to bind themselves by their covenants) for the purpose of settling and adjusting in a definite manner certain property now owned

by the said Elizabeth H. Leake and also for the purpose of settling
 what interest the said Elizabeth H. Leake shall have in the
 property of said Nelson Gregg her contemplated husband after
 the consummation of the contemplated marriage aforesaid.
 Now if the said Nelson Gregg and Elizabeth H. Leake shall
 intermarry as contemplated by this contract, the said Eliz-
 abeth H. Leake is to have the possession and absolute con-
 trol and management of all and every article of property
 both real and personal, whether the same be in expectancy
 for life, or for a term of years, that she may be possessed of
 and entitled to at the time of the said contemplated mar-
 riage takes place. And it is further understood and
 covenanted between the parties that the said Nelson
 Gregg is to have no control in any way or manner
 whatever over the property of said Elizabeth Leake after
 said contemplated marriage takes place, except as he
 may be authorized by her or her lawful agent, so to do.
 The said Elizabeth H. Leake is now the owner of the follow-
 -ing named property To wit: a life estate in the Real Estate
 owned and belonging to the Estate of Richard M. Leake
 deceased, situate in the County of Kalls and State of Missouri
 also the following property: Three mares and two mule colts
 one cow and calf, ten head of Sheep, four head of Hogs, also
 the crop consisting of thirty acres of Meadow and twenty five
 acres of Corn, now growing on the Real Estate belonging to the
 Estate of Richard M. Leake dec^d. in which Elizabeth H.
 Leake his widow has a life estate as aforesaid. Also all the
 farming implements now used by said Elizabeth H. Leake
 in the cultivation of her life estate in the Real Estate of the
 said Richard M. Leake dec^d. consisting of Wagon and harness
 plows, harrows and all other kinds of implements usually
 used for farming purposes. Also all the household and
 kitchen furniture in the house where she now lives. And
 it is agreed and covenanted by said parties, that the said
 Elizabeth H. Leake is to have the entire charge and absolute
 control over the said property and also over all other proper-
 -ty which she may be the owner of, of whatever description
 or kind at the time of the consummation of said Contem-
 -plated marriage. And it is hereby expressly understood
 and agreed between the parties that the said Nelson
 Gregg is not to intermeddle in any manner or form, nor
 pledge as security for any debt or debts, of any kind

whatsoever or exercise any ownership or authority in any shape over the property of the said Elizabeth H. Leake which... may own at the time of the consummation of the said contemplated marriage, but the entire and absolute control and disposal of all property owned by the said Elizabeth Leake at the time of the consummation of the said contemplated marriage is to remain at her absolute control and disposal without the interference, under any circumstances whatever by her contemplated husband Nelson Gregg, and it is further covenanted and agreed between the parties that the profits arising from the rental or cultivation of of the life estate of said Elizabeth H. Leake in the estate of Richard H. Leake dec^d. as aforesaid shall come to and be at the absolute disposal of the said Elizabeth H. Leake, and the said Nelson Gregg her contemplated husband, shall have no interest in the same whatever, nor shall he have charge of them or any other property owned by said Elizabeth H. Leake. And it is further covenanted between the parties that in case the said contemplated marriage between the said Elizabeth H. Leake + Nelson Gregg should be consummated and after said contemplated marriage and after the said Nelson Gregg's death, in case he dies before his contemplated wife Elizabeth H. Leake, then the said Elizabeth H. Leake his contemplated wife shall have absolutely one third of the Real and personal estate of which the said Nelson Gregg shall die seized and possessed of. And it is further covenanted and agreed between the parties that the said Nelson Gregg is not, nor shall he after the said contemplated marriage be held responsible in any manner or form whatsoever for the debts or liabilities of the said Elizabeth H. Leake his contemplated wife, which may have been incurred by her before said contemplated marriage, and that said Nelson Gregg shall not in any case be responsible on any contracts which the said Elizabeth H. Leake, his contemplated wife may have made or entered into or covenanted before the consummation of said contemplated marriage. Nor is the said Nelson Gregg to be held responsible or liable for the payment or performance of any note, obligation, contract or agreement made by said Elizabeth H. Leake before the consummation of said contemplated marriage. Now if the said Nelson Gregg and Elizabeth H. Leake shall inter marry as contemplated by this contract then the instrument of writing shall remain in full force and effect other wise to be null and void

Witness

William H. Leake

Nelson Gregg

Elizabeth H. Leake

State of Missouri, County of Ralls

Be it remembered

by the said Elizabeth H. Leake and also for the purpose of settling
 what interest the said Elizabeth H. Leake shall have in the
 property of said Nelson Gregg her contemplated husband after
 the consummation of the contemplated marriage aforesaid.
 Now if the said Nelson Gregg and Elizabeth H. Leake shall
 intermarry as contemplated by this contract, the said Eliz-
 abeth H. Leake is to have the possession and absolute con-
 trol and management of all and every article of property
 both real and personal, whether the same be in expectancy
 for life, or for a term of years, that she may be possessed of
 and entitled to at the time of the said contemplated mar-
 riage takes place. And it is further understood and
 covenanted between the parties that the said Nelson
 Gregg is to have no control in any way or manner
 whatever over the property of said Elizabeth Leake after
 said contemplated marriage takes place, except as he
 may be authorized by her or her lawful agent, so to do.
 The said Elizabeth H. Leake is now the owner of the follow-
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 acres of Corn, now growing on the Real Estate belonging to the
 estate of Richard M. Leake dec^d. in which Elizabeth H.
 Leake his widow has a life estate as aforesaid. Also all the
 farming implements now used by said Elizabeth H. Leake
 in the cultivation of her life estate in the Real Estate of the
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 plows, harrows and all other kinds of implements usually
 used for farming purposes. Also all the household and
 kitchen furniture in the house where she now lives. And
 it is agreed and covenanted by said parties, that the said
 Elizabeth H. Leake is to have the entire charge and absolute
 control over the said property and also over all other prop-
 erty which she may be the owner of, of whatever description
 or kind at the time of the consummation of said contem-
 plated marriage. And it is hereby expressly understood
 and agreed between the parties that the said Nelson
 Gregg is not to intermeddle in any manner or form, nor
 pledge as security for any debt or debts, of any kind

whatsoever or exercise any ownership or authority in any shape over the property of the said Elizabeth H. Leake which... may own at the time of the consummation of the said contemplated marriage, but the entire and absolute control and disposal of all property owned by the said Elizabeth Leake at the time of the consummation of the said contemplated marriage is to remain at her absolute control and disposal without the interference, under any circumstances whatever by her contemplated husband Nelson Gregg, and it is further covenanted and agreed between the parties that the profits arising from the rental or cultivation of the life estate of said Elizabeth H. Leake, in the estate of Richard H. Leake dec^d. as aforesaid shall come to and be at the absolute disposal of the said Elizabeth H. Leake, and the said Nelson Gregg her contemplated husband, shall have no interest in the same whatever, nor shall he have charge of them or any other property owned by said Elizabeth H. Leake. And it is further covenanted between the parties that in case the said contemplated marriage between the said Elizabeth H. Leake + Nelson Gregg should be consummated and after said contemplated marriage and after the said Nelson Greggs death, in case he dies before his contemplated wife Elizabeth H. Leake, then the said Elizabeth H. Leake his contemplated wife shall have absolutely one third of the Real and personal estate of which the said Nelson Gregg shall die seized and possessed of. And it is further covenanted and agreed between the parties that the said Nelson Gregg is not, nor shall he after the said contemplated marriage be held responsible in any manner or form whatsoever for the debts or liabilities of the said Elizabeth H. Leake his contemplated wife, which may have been incurred by her before said contemplated marriage, and that said Nelson Gregg shall not in any case be responsible on any contracts which the said Elizabeth H. Leake, his contemplated wife may have made or entered into or covenanted before the consummation of said contemplated marriage, nor is the said Nelson Gregg to be held responsible or liable for the payment or performance of any note, obligation, contract or agreement made by said Elizabeth H. Leake before the consummation of said contemplated marriage. Now if the said Nelson Gregg and Elizabeth H. Leake shall intermarry as contemplated by this contract then the instrument of writing shall remain in full force and effect other wise to be null and void.

Witness

William H. Leake }
 State of Missouri, County of Ralls }
 Be it remembered

Nelson Gregg Seal
 Elizabeth H. Leake Seal

that on this 26th day of February in the year of Our Lord 1872, before the undersigned clerk of the Circuit Court within and for said County of Ralls in the State of Missouri, personally appeared William M. Leake, a resident of the County of Ralls, State of Missouri, to me personally known to be the same person whose name is subscribed to the annexed and foregoing instrument of writing as a witness thereto; and being by me first duly sworn says on his oath, that he resides in the County of Ralls and State of Missouri, and that on the 14th day of July in the year of Our Lord 1869 at the County of Ralls in the State of Missouri he was personally present at the execution of said annexed and foregoing instrument of writing, and there saw Nelson Gregg and Elizabeth Leake, whose names are subscribed to the said annexed and foregoing instrument of writing as parties thereto, sign seal and deliver, ^{and execute} the same, as parties thereto, and as their voluntary act and deed for the purposes therein mentioned and heard said Nelson Gregg and Elizabeth M. Leake so acknowledge the same and said witness says that he has known and there personally knew and now knows said Nelson Gregg and Elizabeth M. Gregg (then Leake) (parties) to be the same persons whose names are subscribed to said instrument of writing as parties thereto, and the same persons who executed said instrument as aforesaid; and further says that said persons whose names are subscribed thereto, as parties, thereto, are the persons who executed the same, and that they did execute the same, and that he said witness did there and there subscribe his name thereto as a witness thereof. In Testimony hereof, and that this is satisfactory proof to me of the execution of said instrument by said parties, whose names are hereby certified to be subscribed thereto as parties to said instrument, and hereby granting this certificate of the proof of their execution thereof, I do hereto set my hand and affix my official seal, the seal of said court, at office in the County of Ralls and State of Missouri the day and year first above aforesaid (Rev Stamp affixed 50cts + cancelled)

Filed for record February 26. 1872
 James W. Lear, Recorder }
 James W. Lear clerk

An Article of Agreement; made and entered into by and between Samuel B. Means of the County of Ralls, State of Missouri party of the first part and Nancy A. Pelt of the County and State above named of the second part.

Now the above named parties have agreed in the short future to join themselves together in the Holy Bands of Matrimony and thereafter to live as man and wife during their natural lives and not wishing to strictly observe all the law relating to marriage rites they have therefore agreed to make the following as their marriage contract. 1st the said Samuel B. Meaus the party of the first part binds himself after their marriage to extend to the party of the second part all the rights and benefits usually granted to married ladies. He further binds himself in case the said second party should survive him to bequeath to her for her use and benefit the one third part of all the personal property that may be seized at his death after all his ^{just} debts are paid. Also the use of one third of all the Real Estate of which he may be seized at his death with a full and positive agreement that the above property Real and personal is to be used by the said Nancy A. Paul only during her natural life and after her death all her right, title in interest in the above named property ceases. The said Nancy A. Paul of the second part binds herself should she survive her husband to take reasonably good care of the property that may be left in her charge. She further binds herself to surrender all her simple right and all dower except what is herein contained to any Realty of which her said husband may be seized at his death. Given under our hands and seals.

S. B. Meaus *Real*
 Nancy A. Paul *Wife*

State of Missouri, County of Ralls & St.

Be it remembered that this 27th day of October A.D. 1877 before the undersigned a justice of the Peace within and for the County of Ralls and State of Missouri, personally came Samuel B. Meaus and Nancy A. Paul who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument of writing as parties thereto and acknowledge the same to be their act and deed for the purposes therein mentioned. In Testimony whereof I have hereto set my hand at my office in Leventown-ship the day and year first above written

Filed for record April 29, 1878 at 11.00 a.m. { Richard M. Prashar
 James W. Lear, Recorder } Justice of the Peace

24)
Marriage
Contract
J. Wilkinson
and
Hora South.

This agreement made & entered into this 11th day of March 1893. by and between Joseph Wilkinson of the County of Ralls and State of Missouri, and Hora South of the said County of Ralls, witnesseth that whereas the said parties are contemplating marriage, and each are possessed of property in their own right, and have now each of their children of their own by former marriages, and are desirous of their several children inheriting their property as if the contemplated marriage had not taken place now therefore I the said Hora South do stipulate & agree, that I will accept in lieu of dower or any other right that may accrue to me by virtue of my said marriage with Joseph Wilkinson at his decease, a reasonable sum for my support during the term of my natural life out of such property, real or personal as my husband may die seized or possessed of and agree that said marriage shall not otherwise affect the right of the presens heirs of either of us, to any property possessed by either of us, before our marriage but the same shall descend to our said heirs to all intents & purposes as if said marriage had not been solemnised and taken place between us, and all property accumulated during marriage to be equally divided among our heirs. In witness whereof We have hereunto set our hands & seals the day and year first aforesaid

Attest John H. Taylor,

Joseph ^{his} Wilkinson Seal
Hora South Seal

State of Missouri)
County of Ralls) ^{ss.}

On this 10th day of March 1893 before me personally appeared Hora South and Joseph Wilkinson, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed. And the said Hora South and Joseph Wilkinson further declared themselves to be single and unmarried In Testimony Whereof I have hereunto set my hand at my office in said County the day and year first above written. John H. Taylor

Justice of the Peace,

Filed for record March 24-1893 at 11-30: A.M.
Ezra P. Carstarphen, Deputy; Samuel A Howard Recorder

original sent to John H Taylor.