

(Isaac Duncan and Eliza Johnston.) (Marriage Contract.)  
Record No. 258.

State of Texas )

)

Austin County )

Know all men by these presents, Whereas, we  
Isaac Duncan & Eliza Johnston both of the

County and State aforesaid, being about to intermarry & unite ourselves in matrimony each with the other agreeably to the laws of the State of Texas, and being desirous of settling all matters of property between us before entering into the marriage state and for a more full and explicit understanding of the same and for the purpose of securing to the said Eliza, should she survive the said Isaac, a competent support and maintenance during her life time out of the property of the said Isaac, do enter into, make & establish the following marriage contract between us the sd. Isaac & Eliza as aforesaid, towit: The said Eliza Johnston is to hold and reserve to herself & for her own use and benefit and disposal as she may deem fit and proper all property now possessed, owned or claimed by her as her separate property and shall be at full liberty to dispose of the same during her coverture, or marriage with the said Isaac, by gift sale, or by last will and testament & to receive the rents issues and profits of the same and to use occupy and enjoy the same with the increase thereof in as full and free a manner as she might or could do, should she remain sole and unmarried, The said Eliza further and in consideration of the premises herein before & hereinafter mentioned relinquished all right title and claim to the common request and gains that may accrue during the said coverture and also the the homestead of the said Isaac, but all the said common property' & said homestead shall be and remain the property of the said Isaac to be used and disposed of as he may think fit and to be inherited, possessed and enjoyed by his heirs or assigns of legatees the same as any other property of the said Isaac shall or may be. And in consideration of the premises aforesaid and by the further consideration of said Eliza's becoming the wife of the said Isaac & for the purpose of securing to the said Eliza the support & maintenance herein before mentioned the said Isaac hereby sets apart to the sale use and benefit of the said Eliza the sum of four Thousand dollars, the said sum of Four Thousand Dollars to be used occupied & enjoyed by the said Eliza for and during the term of her natural life the sum of Four Thousand Dollars to be paid to the said Eliza within three months after the decease of the said Isaac, by his executors, administrator\_ or legal representatives of as soon after the said three months as the said Eliza shall demand the same. But after the decease of the said Eliza the said sum of Four Thousand dollars or the remainder thereof after defraying the expenses and support of the said Eliza during her said lifetime, shall revert to, & be inherited by the heirs of the said Isaac & not by the heirs of the said Eliza; but this reversion shall apply only to the principal and not to the interest upon the Four Thousand Dollars, But should the said Isaac survive the said Eliza, then & in that case the whole community property of the said Isaac & said Eliza together with the said sum of Four Thousand dollars, shall become the property of the said Isaac his heirs and assigns forever - And the better to secure the faithful performance of this marriage contract we the said Isaac & Eliza hereby declare jointly and severally that the property & money herein mentioned or intended so to be, & conveyed, relinquished or set apart by either to the other, is excepted out of any will & testament or bequest heretofore made by either of us & such

will or bequest in so far as the same conflicts with this contract or agreement is hereby revoked but not otherwise & in all other respects said will & testament or bequest may remain in full force & effect. And we further severally declare this contract as to the matters embraced in the same shall have the same force and effect between the survivor and the "Estate of the one who shall decease first as a last will and testament of the party so deceased and should the said Eliza decease first then the said Isaac shall be the executor of the said Isaac's last will & testament or his administrator shall perform the covenants herein before made - This contract is to take effect as a valid and subsisting agreement from and after the intermarriage of the \_ Isaac Duncan and Eliza Johnston.

In testimony whereof we the said parties have hereunto interchangeably set our hands and scrolls for the seals in the presence of Hiram B. English, George D. Gaylord and John P. Osterhout (a Notary Public) who sign the same at our request as witness in our presence and in the presence of each other This 1st day of July A. D. 1859. The words "The Estate" interlined before signing -

In presence of

Hiram B. English  
George D. Gaylord  
Jno. P. Osterhout

Isaac Duncan (L.S.)  
Eliza Duncan (L.S.)

State of Texas )

)  
Austin County )

Before me John P. Osterhout a Notary Public in & for said County & State personally appeared & came Isaac Duncan & Mrs. Eliza Johnston both to me well known & parties to the annexed contract dated the 1st. day of July, A. D. 1859 & severally acknowledged that they & each of them signed, sealed & delivered the same for all the purposes intentions & considerations therein contained and at length set forth.

To certify all which I hereunto set my hand & affix my official seal this 1st day of July A. D. 1859.

(L.S.) Jno. P. Osterhout Notary Public Austin County Texas.

Filed for Record on the 4th day of July 1859 at 5 o'clock P. M.

Geo W Johnson Clk. C. C. A. C.

and Recorded July 20th A. D. 1859 at 5 o'clock P. M.

Geo W Johnson C C C A C  
Z W Matthews Deputy