

State of South Carolina } Separation Agreement
 County of Greenville }

This memorandum of agreement, between James P. Mc Sweeney of the first part, and his wife Mrs. Delma H. Mc Sweeney, of the second part, both of and in the City of Greenville, County and State aforesaid, entered into this October 25, 1935 is as follows:

1. The parties hereto agree to a complete and lawful separation as husband and wife, agreeing to live apart as husband and wife, the separating being complete from bed and board, each of the said parties, in consideration of release by the other and the further considerations below stated agreeing to release the other from any and all lawful obligations arising under and by reason of their existing marriage relations, except as to the obligations herein below set out:

2. The husband agrees to pay to the wife for the support of herself and children the sum of \$16.00 per month payable on the 1st day of each month beginning November 1st, 1935.

3. The wife is to have the custody of the two children of the marriage two sons, one aged about 5 years and the other about 1 year old, it being understood and agreed that the husband may see the children when he likes, visit them when chooses and take them out for little pleasure excursions or for a visit to the husband's relations, it being understood however, that the mother remains entitled at all times to retain or recover the custody of the children;

4. The husband gives to the said two children of the marriage all his furniture, the wife to hold and care for same, without power of sale, until the youngest child attains his majority after which it shall be subject to disposition in accordance with the wishes of the children;

5. If the husband shall at any time acquire real estate, he shall hold same, subject to the right and power of sale and re-investment, his wife hereby agreeing to join in such deeds of re-sale and to renounce her dower, the proceeds of any sale to be re-invested, and such real estate to be divided at the death of the husband to such lawful children as he may have living at that time share and share alike, the child or children of any deceased child to take in the parent's stead, the aforesaid two children of these parties, however, to become the sole owners of any dower interest then existing in such real estate in favor of the party of the second part to this agreement;

6. In case of inability of the husband to make the monthly payments above provided for by reason of sickness or unemployment, such failure shall constitute no breach of his duty to support his wife and children, he however agreeing to make up any deficiencies as soon thereafter as reasonably possible.

Witness our hands and seals the year and day above written.

B. F. Martin
 Harriet Martin

James P. Mc Sweeney
 Delma H. Mc Sweeney

(Over)