

Vol. 101.

State of South Carolina
County of Greenville

Memorandum of Agreement

This agreement between R. H. Smith and W. H. Smith of the first part and Mrs. M. A. Chidress of the second part is as follows:

1. Therefore - on August 11, 1923 through mutual mistake R. H. Smith borrowed to Mrs. M. A. Chidress for \$35.00 to him in hand paid in certain lots described in the deed of that date recorded in the office of R. M. C. for said County and State in vol. 88 page 372; the said Mrs. Chidress holds the legal title to said lot in trust for R. H. Smith and the said R. H. Smith holds said money in trust for the said Mrs. M. A. Chidress and agrees to pay interest thereon at eight per cent per annum from August 11, 1923 payable annually until paid in full, with ten per cent, attorney fees, if collected by suit or fees into attorney's hands for collection.
2. The said R. H. Smith pays cash the sum of fifty dollars thereon and so to pay fifty dollars on January 24, 1924 and thirty-five dollars (\$35.00) on the 24th of each succeeding month until the latter debt, with interest, is reduced to one hundred and fifty dollars (\$150.00) at which time the legal title is to be reconveyed to the said R. H. Smith upon his executing a good first mortgage on said lots securing the balance of said debt with interest and attorney fees as aforesaid agreement to continue to be made thirty-five dollars per month on the 24th of each month until paid in full, it being understood that the said R. H. Smith has the right, at any time to anticipate the whole debt, and it being further understood that upon default of any payment hereunder the same shall become due and payable.
3. The undersigned Mrs. R. H. Smith, wife of the aforesaid R. H. Smith hereby absolutely guarantees the above obligations of the said R. H. Smith under his agreement.

Witness our hands and seals this 1st day December, 1923.

Witnessed in presence of J. E. Leach

Virginia Linskins

State of South Carolina
County of Greenville

Personally appeared before me Virginia Linskins who being duly sworn, says that she saw the foregoing R. H. Smith, R. H. Smith and Mrs. M. A. Chidress sign the above instrument, and that she will J. E. Leach witness the execution of same.

I swear to before me this

1st day of December, 1923

J. E. Leach (L.S.)

Notary Public for S.C.

Recorded December 1st, 1923.

Form 3

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State of South Carolina
County of Greenville

Separation Agreement by and between B. A. Culberson and Jessie Culberson, Witneseth.

Whereas, B. A. Culberson and Jessie Culberson who are husband and wife, have become irreconcileable and cannot live happily together, and whereas, the said parties have agreed to separate. It is, therefore, agreed between the above named parties that B. A. Culberson hereby forever releases the said Jessie Culberson from any and all claims which he has upon her under the law as his wife, and agrees not to interfere with the said Jessie Culberson in any manner whatsoever.

The said Jessie Culberson hereby releases the said B. A. Culberson from any and all claims of support and discharge him from any obligations whatsoever as her husband, and hereby relinquishes any and all claims or right of dower in any real estate which the said B. A. Culberson now has or may hereafter have, and waives any claim of inheritance or other rights in his said property.

The said B. A. Culberson hereby agrees to assume the full responsibility for the maintenance and support of their six year old son Allen Culberson, it being understood that he is to maintain and support said child, giving the said Jessie Culberson the right to have said child visit her and live with her at intervals to be agreed upon between the parties.

The said B. A. Culberson agrees to assist the said Jessie Culberson in every way he can to get work and to get her started in life.

The consideration of this agreement is the sum of One (\$10.00) Dollars each in hand paid to the said Jessie Culberson other valuable considerations not necessary to be mentioned to be mentioned and the mutual benefit to be derived by the parties hereto.

Witness our hands and seals this Nov. 26 A.D. 1923.

In the presence of,

James H. Price

Edna J. Lockwood

B. A. Culberson (L.S.)

Jessie Culberson (L.S.)

State of South Carolina
County of Greenville

Personally appeared before me Edna J. Lockwood who upon being duly sworn, says that she saw the within named B. A. Culberson and Jessie Culberson sign and seal the within agreement as their act, and that she with James H. Price witnessed the execution thereof.

I swear to before me this Nov. 26 A.D. 1923

James D. Gray

Notary Public for South Carolina

Recorded December 13th, 1923

Edna J. Lockwood

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