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interest therein shall vest absolutely in Mrs. Auribella Riggins, Mrs. Martha Ila Smith, S. A. Smith, Mrs. Sarah M. King, Miss Ruth Smith, and Miss Nell Smith share and share alike their heirs and assigns forever, and we do further agree that the administrator S.A. Smith shall pay the funeral bill and other expenses of the last illness of the said E. M. Smith and any other indebtedness against his estate out of the money and personal property belonging to said estate, and the remainder shall be turned over by the said Administrator to the said Mrs. Vesta Ann Smith.

This Agreement is to extend to and bind the respective Heirs, Administrators, Executors, and assigns of the said parties.

IN Witness whereof the parties have hereunto set their hands and seals in duplicate this the 9th day of March 1931.

In the presence of	Vesta Ann Smith	(L.S.)
Gear Hodges.	Auribella Riggins	(L.S.)
D. B. Leatherwood.	Martha Ila Smith	(L.S.)
	S. A. Smith	(L.S.)
	Sarah M. King	(L.S.)
	Ruth Smith	(L.S.)
	Nell Smith	(L.S.)

State of South Carolina.
County of Greenville

Personally appeared before me (Gear Hodges who being duly sworn says that he saw Mrs. Vesta Ann Smith, Mrs. Auribella Riggins, Mrs. Martha Ila Smith, S. A. Smith, Mrs. Sarah M. King, Miss Ruth Smith and Miss Nell Smith, sign, seal and deliver the above written contract for the purposes therein mentioned and that he with D. B. Leatherwood witnessed the execution thereof.

Sworn to before me this 9th day of March 1931 Gear Hodges.
D. B. Leatherwood. (L.S.)
N. P. for S. C.

S. C. Stamps No Stamps
Recorded this the 9th day of March 1931 at 4:55 P. M.

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State of South Carolina
County of Greenville

Whereas E. M. Smith, late of the County and State aforesaid died intestate on the 7th day of January, 1931, and left surviving him as his sole heirs at law and distributees, his widow, Mrs. Vesta Ann Smith, and the following named children: Mrs. Auribella Riggins, Mrs. Martha Ila Smith, S. A. Smith, Mrs. Sarah M. King, Miss Ruth Smith and Miss Nell Smith, and

Whereas the said E. M. Smith died seized and possessed of certain money and personal property and a certain tract of land situated on Laurel Creek in Austin Township, Greenville County, South Carolina and known as Tract No. 4 of the Stephen Griffith Estate containing 57 acres, more or less, and being the same tract of land conveyed to the said E. M. Smith by H. A. Griffith by deed dated December 1, 1924, and recorded in Vol. 106, at page 34, and

Whereas the said E. M. Smith intended to give all of his property to his wife for and during the term of her natural life time, but failed to make his will, and

Whereas the said parties in order to carry out the intention of the said E. M. Smith have entered into an agreement whereby the widow, Mrs. Vesta Ann Smith shall occupy and use the real estate and receive all the rents and income derived therefrom during her natural life time, she, however, to pay all the taxes and necessary repairs on the property, and she is also to receive all the remainder of the money and personal property after the payment by the Administrator of all the funeral expenses and expenses of last illness, and any other debts against his estate, the same to be paid out of the money and personal property.

Now, this agreement witnesseth, that the said Mrs. Auribella Riggins, Mrs. Martha Ila Smith, S. A. Smith, Mrs. Sarah M. King, Miss Ruth Smith and Miss Nell Smith do hereby each agree and bind themselves that Mrs. Vesta Ann Smith shall occupy and enjoy the real estate of which the said E. M. Smith died seized and possessed and receive all the rents and income derived therefrom during the term of her natural life time, she to pay all the taxes and necessary repairs on the property and in consideration thereof it is distinctly understood and agreed, that upon her death all of said real estate including her one third

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