

thirds to which, by the common law, by statute, custom, or otherwise, she might be entitled in or out of the freehold hereditaments of or to which the said husband now has or shall during his life time be seized or entitled. The said wife hereby represents that in entering into this settlement, that she is accepting same with full knowledge of the said husband's financial standing, and taking into consideration all property that he owns, wheresoever situate, and hereby agrees that upon the payments being made, as herein contemplated, that she releases and relinquishes all right, title, or claim that she now has or may hereafter have in and to all of the personal or real property that he now has or might hereafter acquire and that she will never make further or additional claim or claims, or permit same to be made for her, either against him, his heirs at law, his executors, administrators, or assigns.

Page 6  
F.S.S. 13. It is further mutually stipulated and agreed that if the said wife, or any person or persons on her behalf, either with or without her authority or consent, shall institute any proceedings or proceed against the said husband, either to compel or induce him to pay or allow her further alimony than the sums herein provided or to make any additional allowance for the maintenance or otherwise of any of the said children, or for any other purpose whatever, except in case of personal injuries or wrongs, or if he shall at any time hereinafter be sued or required by any other person to pay any debt or debts, charge, or liability contracted by her, the said wife, either for herself or for any or all of said children, without his consent in writing, except as herein provided for emergencies in the event of sickness, where the husband's consent cannot be obtained in time, or if he shall be, by or through her consent or procurement, or otherwise, annoyed or molested by her or on her account, or if she shall not observe and perform Page 6 the stipulations and agreements on her part herein contained, then, and in either of such cases, this agreement shall, at the option of said husband, thenceforth become void, without prejudice, however, to any right which shall have then accrued to either party under or by virtue thereof.

Page 7 14. In the event of any loss sustained by the husband on account of breach of this agreement, the wife agrees and hereby consents to remunerate the husband for such loss from the weekly payments, if such amount be sufficient, should the husband not elect to make void this agreement.

Page 7 15. Both the husband and the wife agree that so long as any of said children are in the custody of either party, the other shall have the privilege of having said child or children visit him or her, but not in the home of the other, without first obtaining permission, but neither will refuse to let the other have the pleasure of the company of the children elsewhere.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this the 8th. day of April, 1939.

WITNESSES:

Alfred F. Burgess  
Eugene Bryant

Frank S. Smith  
HUSBAND

Florence Davis Smith  
WIFE

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PERSONALLY appeared before me Eugene Bryant and made oath that he saw the within named Franklin Sumner Smith, husband, and Florence Davis Smith, wife, sign, seal, and as their act and deed, deliver the within written Agreement for the uses and purposes herein mentioned, and that he with Alfred F. Burgess witnessed the execution thereof.

SWORN to before me this  
8th. day of April, 1939.

Eugene Bryant

Alfred F. Burgess ( L. S. )  
Notary Public for South Carolina.

Recorded April 8, 1939 at 1:00 P. M.

