

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

SEPARATION AGREEMENT

This agreement, made this 25th day of September, 1937, between T. B. Waters, hereinafter called the husband, and Essie Waters, hereinafter called the wife, witnesseth:

WHEREAS, unfortunate differences and disputes have arisen between the said husband and wife, on account of which they are separated and now live apart, and intend to live apart from each other during the remainder of their natural lives;

Now, therefore, in settlement, adjustment, and in compromise of all property questions and rights, the said husband does hereby assign, convey, transfer and set over unto said wife the following described household furniture; 1 brown iron and all bed clothes on it; 1 white iron bed, mattress and all that is on it; 1 felt rug; 1 linoleum rug; 1 wardrobe; 1 wash pot; 4 old rocking chairs; 1 clock; two enlarged pictures; 1 victrola and table; one-half of the chickens; 10 new quilts; 2 trunks; 1 safe, one-half of all glass wear and dishes in dining room; 1 dining room table; 1 white linen table cloth; 1 trunk of bed linen; one-half of the canned fruit, all of which is now in the residence lately occupied by said parties, and has by good and sufficient deed of even date herewith conveyed unto said wife for her natural life and after her death to Sarah Waters and Ethel Waters, the daughters of the parties hereto, the following described real property:

All that piece, parcel or tract of land situate in said County, and State, eleven miles East of Greenville Court House, containing 40.9 acres, more or less, on waters of Gilder's Creek of Enoree River, adjoining lands of Dr. T. R. League, Mrs. Butler, Arthur Todd, and others, and having the following metes and bounds, to-wit: Beginning at a stone 3xnm, on banks of Gilder Creek, and running thence S. 15 $\frac{1}{2}$ W. 21 chains to P. O. Stump (gone) OM; thence N. 62 $\frac{1}{2}$ W. 37 chains and 50 links to stone XOM; thence N. 9- $\frac{1}{4}$ W. 5 chains and 22 links to stone 3 XNM; thence S. 70 E. 11 chains and 3 $\frac{1}{4}$ links to stone 3 XNM; thence S. 49 E. 5 chains and 60 links to center of Mill Road; thence following said Mill Road as line to the Creek; thence running down Gilder's Creek as a line to the beginning corner, and being the same tract of land conveyed to me by J. M. Verdin by deed dated December 17, 1917, and recorded in R. M. C. Office for Greenville County in Book 52 Page 139, with the express stipulation that the said wife does hereby release and discharge said husband from all obligation of support and from all other claims, rights and duties arising out of said marital relations. Said parties mutually agree that each may freely sell or otherwise dispose of his or her own property, by gift, deed or will, without anyway encumbering the rights of the other. And each party is hereby barred from any and all rights or claims by way of dower, inheritance, descent, distribution or any right that may arise out of said property. And the said wife does hereby renounce the right to administer upon the estate of her said husband, should he predecease her.

And each party releases and relinquishes to the other and to the heirs, executors, administrators, and assigns thereof all claims or right of dower or inheritance in and to all real property of the other, which are now owned or hereafter acquired.

And it is hereby agreed and declared to be the intent of the parties hereto, that the provisions hereinbefore made for the said wife is made, and she does hereby accept the same, in satisfaction and bar of the dower or thirds to which by common law, statute or otherwise, she might be entitled in or out of the personal or real property of or to which the said husband now is, or may hereafter be seized or entitled to.

Each party also agrees, upon the request of the other, to execute and acknowledge any and all deeds or instruments of release or conveyance in order to enable such other to sell, convey, or otherwise dispose of his or her own real property, free from any apparent right of interest therein.

And it is understood and agreed that the wife herein named does hereby release and discharge her said husband from the payment of alimony and does hereby consent and agree that the action now pending against said husband be discontinued and the order heretofore passed by revoked and cancelled.

It is understood and agreed between the parties hereto that the said wife does hereby release her said husband, his assigns, grantees, and/or devisees of any claim, alimony, inheritance or dower of the said husband.

In witness whereof we have hereunto set our hands and seals this 25th day of September, 1937.

Witnesses: Mildred Cromer
Benj. A. Bolt.

T. B. Waters
Party of the First Part
Mrs. Essie Waters
Party of the Second Part.

State of South Carolina, County of Greenville.

Verification.

Personally appeared before me Mildred Cromer and made oath that she saw T. B. Waters and Essie Waters sign, seal and deliver the within instrument for the uses and purposes therein mentioned, and that she with Benj. A. Bolt witnessed the execution thereof.

Sworn to before me this 25 day of September, 1937.

Mildred Cromer

Benj. A. Bolt Notary Public for South Carolina.

Recorded February 4th, 1941 at 9:40 A. M. #1572 BY: E.G.