

TITLE TO REAL ESTATE

46782 PROVENCE-J. BRARD CO.-GREENVILLE

THE STATE OF SOUTH CAROLINA:

COUNTY OF GREENVILLE :

WHEREAS, disputes have arisen between W. R. Jenkinson, husband, and Nelle C. Jenkinson, Wife, on account of which they have separated and now live apart from each other, and at present it is their intention so to do forever, reserving, nevertheless, the right to vacate this instrument by mutual agreement; and,

WHEREAS, said parties have reached an agreement whereby each surrenders all marital rights due from the other, and relinquishes all property rights whatsoever acquired by reason of the marriage relationship, it being the intention of the parties to make the renunciation of each part co-extensive with that of the other.

NOW, THEREFORE, I, the said Nelle C. Jenkinson, wife, for and in consideration of the sum of Two Hundred Fifty (\$250.00) Dollars to me in hand paid by the said W. R. Jenkinson, husband, the receipt whereof is hereby acknowledged, enter into the following agreement, to wit:

1. The said Nelle C. Jenkinson shall not, at any time or under any circumstances, contract any debt(s) or incur any liability whatsoever, expressly or impliedly, for which the said W. R. Jenkinson shall, or may become, personally liable or answerable; nor shall she, or any one in her behalf, or by her authority, consent or procurement, make claim for alimony or any form of separate maintenance, or institute any action, proceeding, or invoke any other judicial process, either civil or criminal, against the said W. R. Jenkinson, involving directly or indirectly, any matter arising out of their marital status.

2. The said Nelle C. Jenkinson does hereby renounce and release unto the said W. R. Jenkinson, his heirs, assigns, and personal representatives, all right of inheritance, right to and claim of dower, and all other rights acquired by her marriage with the said W. R. Jenkinson, in and to property, both real and personal, heretofore owned or now owned, or hereafter acquired, by the said W. R. Jenkinson.

3. The said W. R. Jenkinson shall not, at any time or under any circumstances, contract and debt(s) or incur any liability whatsoever, expressly or impliedly, for which the said Nelle C. Jenkinson shall, or may become, personally liable or answerable; and the said W. R. Jenkinson does hereby renounce and release unto the said Nelle C. Jenkinson, her heirs, assigns, and personal representatives, all right of inheritance, right to share in any way whatsoever, and all other rights acquired by his marriage with the said Nelle C. Jenkinson, in and to property, both real and personal, heretofore or now owned, or hereafter acquired, by the said Nelle C. Jenkinson.

4. In event that either party hereto institutes suit for divorce absolute in any court in the United States of America having jurisdiction to grant such divorce, then the other party hereto shall accept service of all writs of process therein, decrees and other papers in connection therewith, which the party instituting such suit desires served, and shall submit to the jurisdiction of said court in said suit, but no relief, other than a divorce, shall be sought, granted or accepted therein.

5. Each party hereto agrees to not disturb, molest, or interfere with the other, and to refrain from the assertion of any marital rights whatsoever acquired by the marriage of the parties hereto.

6. It is agreed and understood that the respective renunciations and releases herein granted to each of the respective parties hereto shall constitute additional considerations for the reciprocal renunciations and releases herein contained.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and attached their seals to the foregoing instrument in duplicate this 28th day of September, 1943.

Signed, Sealed and Delivered

in the presence of :

"Over"