

THE STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

WHEREAS, Clarence Brookshire and Thelma Louise Brookshire, husband and wife, after about two years of married life have found life with each other imcompatible, and have agreed and do now hereby agree to separate and live apart from each other, now, therefore, it is solemnly covenanted and agreed by and between the said parties that the said Clarence Brookshire and Thelma Louise Brookshire shall forever hereafter, during their joint natural lives, live separate and apart from each other, unmolested by either to the other in the domestic, religious, economic, social or other phase of life in any wise; nor will either party hereto permit or consent to such molestation, interference or hindrance in the life of either by third parties so far as within the power and ability of the other to prevent. It is distinctly covenanted and agreed and contracted that each party hereto does hereby forever release and discharge the other party hereto from any obligations of any kind by way of support, comfort, companionship, assistance or help in any way whatsoever; and each party hereto does hereby, in consideration of this agreement, release and discharge the other party, or his or her estate, from any claim, demand, right or privilege of participation in any property, real, personal or mixed, of the other, or of the estate of the other; and each party hereto does hereby covenant that he or she will not present, demand, receive or attempt to collect or receive any share or interest in any property or property rights of the other, but that whatever property and/or property rights each may at any time possess or hold shall be so held and possessed and disposed of as though both parties hereto were unmarried, and without any obligations of any kind or to any extent to the other party hereto, his or her heirs, executors, administrators and assigns; and to which covenant and warranty and release each party hereto does now and hereby firmly bind himself and herself, their respective heirs, executors, administrators and assigns.

IT is further covenanted and agreed that neither party will at any time commence, institute, prosecute or participate in the prosecution of any action at law or in equity, civil or criminal, as against the other or against any rights of the other; and no such right to such action at law or in equity shall obtain and be allowed either party hereto unless this agreement be rescinded, abrogated and ended by the written consent of both parties hereto and executed by them with all the solemnities of the law.

It is further distinctly understood and agreed and covenanted that no breach of any of the terms of this agreement or attempt to such breach, by either party will deprive the other party hereto of any or all the rights given him or her hereunder, nor will such breach or attempted breach by the offending party entitle such offending party to any rights of any kind that are excluded any prohibited and guarded herein.

This agreement shall not be modified, altered, added to, taken from, enlarged, or terminated in any or all particulars except upon the written agreement of both parties hereto, and executed in the same form and manner as this agreement is executed.

This agreement to take effect at once upon its complete execution by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have this the 5th day of January, A. D. Nineteen Hundred and Forty-five, and in the One Hundred and Sixty-ninth year of the Independence of the United States of America, set their hands and seals in duplicate.

Signed, sealed and delivered
in the presence of:

C. W. McClimon
L. E. Wood.
Elsie Sandlin
Leon Colman

Clarence Brookshire (L. S.)

Thelma L. Brookshire (L. S.)

State of South Carolina,
County of Greenville.

Personally appeared C. W. McClimon and made oath that he saw the above named Clarence Brookshire sign, seal and as his act and deed, deliver the foregoing Agreement, for the uses and purposes stated; and that deponent, with L. E. Wood witnessed its execution.

Sworn to before me this the 5th
day of January, A. D. 1945.

C. W. McClimon.

L. E. Wood (L. S.)
Notary Public for S. C.