

TITLE TO REAL ESTATE

KEYS PRINTING CO., GREENVILLE, S. C.

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

THIS AGREEMENT entered into August 23rd, 1944, between Frank F. McClain, hereinafter designated as "Husband", and Bonnie D. McClain, hereinafter designated as "Wife."

WHEREAS the parties, who were married in Greenville, South Carolina July 24th, 1926, for several years past have been unable to live together in mutual understanding and harmony, and have found their personal views and habits to be incompatible, so that their marriage relations have proven to be a source of mutual dissatisfaction and unhappiness; and

WHEREAS, Having no children, and being in good health, after mature consideration the parties have determined to separate and live apart. With that end in view, and each being employed and fully capable of arriving at a correct decision, they have agreed upon the terms of separation, and have appraised the value of all property, both real and personal, in which they claim a joint interest, there being no community property; and

WHEREAS a fair and final division of their property satisfactory to both parties have been made, not to be hereafter questioned or set aside, and they have agreed upon an attorney to prepare this written contract;

NOW THIS AGREEMENT WITNESSETH: That in consideration of the foregoing, the benefits which each will derive from the separation, and the performance of the obligations herein specified, it is agreed as follows:

1. From this day forward, so far as all personal, maintenance, property and dower rights are concerned, the marriage contract shall be considered as terminated. The parties are advised that a contract of separation is recognized by the laws of South Carolina, and having duly considered their respective rights, they declare this writing to be the evidence of their purpose.

2. Each party hereby releases the other from any and all claims whether specifically set forth or not. Among these the husband releases the wife from marital rights such as association, companionship and service. The wife releases the husband from the same, and for support and maintenance. No demand whatever growing out of the marriage contract shall be asserted except those clearly specified herein.

3. The parties shall live separately and apart, and neither shall do anything to obstruct the freedom of the other to live as a citizen of the State under its laws. The wife may retain her married name, but the husband shall not be responsible for her debts, or any obligations that might arise where a wife is living with her husband.

4. The husband shall pay to the wife in full settlement of all her present and future interests, claims and demands of every nature, the sum of two thousand dollars, within ten days from the date hereof.

5. The wife hereby conveys and releases unto the husband all of her right, title and interest in the furniture which she (or they) owns, and which is now in the house at 12 Rogers Avenue, Sans Souci, near Greenville, South Carolina. That she will relinquish at any time, when her husband sells or disposes of the same, her dower right in the following described lots in Greenville County, South Carolina.

(a) All that lot of land in Greenville Township, on Rogers Avenue, Sans Souci, designated as Lot No. 3 on Revised plat of property of B. E. Geer, recorded in R. M. C. Office for Greenville County in Plat Book G, page 243, being the same conveyed to the Mechanics Building and Loan Association by The Cherry Investment Company Sept. 3, 1934, recorded in Book 178 at page 4, and by said Association conveyed to Frank F. McClain August 3, 1937, deed recorded in Book 199, page 340.

(b) All that lot of land on the South side of Rogers Avenue designated as Lot No. 2 on revised plat of B. E. Geer property recorded in Plat Book G, at page 243, and described in the deed from Judson Mills to Frank F. McClain dated April 17, 1944, recorded in Book 262, page 428.