

STATE OF SOUTH CAROLINA : SEPARATION AGREEMENT  
 COUNTY OF GREENVILLE :

This contract and agreement made and entered into this the 10th. day of March, 1945, by and between B. L. Wilson, Jr., hereinafter referred to as Party of the First Part, and Mrs. Sarah Wilson, hereinafter referred to as Party of the Second Part, both of the County and State aforesaid -

W-I-T-N-E-S-S-E-T-H:

That whereas, the parties hereto became husband and wife on the 23rd, day of June 1938, said parties having entered into a marital contract in the County of Spartanburg, State aforesaid, and said parties since said time have lived together as husband and wife, three children, George Edwin Wilson, age six, Charles Jerry Wilson, age five and Claude Norman Wilson, age two, having been born to this union, and,

Whereas, certain differences have arisen between the parties hereto which convince them that it is to their best interest, happiness and welfare to live separate and apart from each other, therefore, in consideration of the mutual covenants herein contained, they do enter into this Separation Agreement and bind themselves by the terms and conditions of same.

It is agreed by and between the parties hereto that they shall live separate and apart hereafter as though no marital relationship was ever entered into between them and agree and bind themselves not to molest each other or to interfere with the social, business, domestic or financial affairs of the other in any way. It is further understood and made a part of this Agreement that the Party of the First Part hereby releases the Party of the Second Part from any and all obligations and duties of a wife, and hereby releases any and all interest that he may have in and to any and all property now owned by the Party of the Second Part and in and to any property that she may hereafter acquire.

And Party of the Second Part does hereby release the Party of the First Part from any and all claims of support, except allotment from the United States Government, Party of the First Part being in the Armed Forces of the United States, and does hereby release Party of the First Part from any and all duties and obligations created by said marital relationship heretofore entered into by the parties hereto and the Party of the Second Part releases and relinquishes any and all right, including dower, that she has in and to all property now owned by the Party of the First Part, and in and to any property that he may hereafter acquire.

As to the children: It is understood and agreed by the parties hereto that the three children hereinabove referred to are hereby given into the custody of their grandfather, B. L. Wilson, Sr., to be cared for, educated and supported by the said B. L. Wilson, Sr., and B. L. Wilson, Jr., the said B. L. Wilson Sr., to receive the part of the allotment due from the United States Government to be used for the support of said children. It is further understood and agreed that the parties hereto shall have the right and privilege of seeing and visiting said children at any time; if, however, the children are taken from the home of said B. L. Wilson, Sr., it shall be during the day, they are to be returned to the home of the said B. L. Wilson Sr., at night.

It is understood and agreed between the parties hereto that should either of them seek a divorce from the other, such other will consent thereto, submit to the jurisdiction of the Court in which the petition for divorce is filed, and sign all papers necessary for the procurement of said divorce.

It is understood that by the terms and conditions of this Separation Agreement the parties hereto, in so far as they are concerned and in so far as it may be possible, are restored to their status prior to the date of the marital relationship entered into between the parties hereto.

IN WITNESS WHEREOF, We do hereunto set out hands and seals in duplicate the year and date first above written.

Witnesses:

Jewell L. Payne

W. E. Bowen

B. L. Wilson Jr. (SEAL)

Party of the First Part

Mrs. Sarah Wilson (SEAL)

Party of the Second Part

(OVER)