

DANNIE S. TARKENTON  
R.N.C.

STATE OF SOUTH CAROLINA            X  
  X            AGREEMENT  
COUNTY OF GREENVILLE            X

WHEREAS, heretofore on January 31, 1961, Elbert N. Jones executed a general warranty deed conveying fee simple title to the property described below to his mother, Flora McGaha Jones, for a consideration of One Dollar (\$1.00) love and affection, said deed being recorded on March 24, 1964 in Deed Book 745 at Page 107:

ALL that piece, parcel or lot of land in Cleveland Township, Greenville County, State of South Carolina, about two miles northwest of Cleveland, and designated as Lot No. 5 on plat made by W. M. Rast, February 1929, and having the following metes and bounds, to-wit:

BEGINNING at a point on the Geer Highway corner of Lot No. 4, and running thence with line of Lot No. 4, N. 35 W. 1490 feet to a stone; thence N. 29.50 E. 627 feet to a stone; thence S. 35 E. 1986 feet to a point on Geer Highway corner of Lot No. 6; thence with the Geer Highway 600 feet to the beginning corner and containing 22.4 acres, more or less; and

WHEREAS, the aforementioned deed contained no Renunciation of Dower due to the fact that the whereabouts of the wife of Elbert N. Jones was and remains to be unknown; and

WHEREAS, said property was subsequently conveyed by Virginia Capps (Mrs. Homer Capps) as attorney-in-fact for Flora McGaha Jones to W. R. Williams, Jr. and Judith E. Williams in consideration of Six Thousand Five Hundred and No/100ths (\$6,500.00) Dollars by deed dated February 15, 1974 and recorded February 19, 1974 in Deed Book 994 at Page 147; and

WHEREAS, in order not to deprive the estranged wife of Elbert N. Jones of her inchoate dower right if she survived her husband, one-sixth of the fee paid by W. R. Williams, Jr. and Judith E. Williams for said property was placed in a Dower Fund for Mrs. Elbert N. Jones at First Federal Savings and Loan Association of Greenville (Account No. 77873) with attorney John W. Howard named as Custodian of said account; and

WHEREAS, said funds are still on deposit in said interest bearing account and the Custodian thereof is desirous of protecting the present and future owners of the subject premises from the potential dower claims of Mrs. Elbert N. Jones,

NOW, THEREFORE, in consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged, the premises and the mutual promises contained herein, it is mutually understood and agreed by and between attorney John W. Howard, as Custodian of the Mrs. Elbert N. Jones Dower Fund, and W. R. Williams, Jr. and Judith E. Williams, the present owners of the subject premises, that those funds initially deposited in said Dower account shall be available to satisfy any lawful claim for dower by Mrs. Elbert N. Jones against the present owners of the subject property, their heirs or

017

4328 RV-2