

State of South Carolina,

Separation Agreement..

County of Greenville.

This Agreement, made and entered into this 19th, day of November, 1928, by and between James Henry Trotter, hereinafter referred to as husband, and Martha May Trotter, hereinafter referred to as wife,

Witnesseth:

Whereas, divers disputes and differences have arisen between the parties above mentioned at various times since their marriage on September 4th, 1922, and by reason thereof they have consented and agreed to, and have lived separate and apart for several months, the husband residing at Greenville, South Carolina, and the wife at Huntington, West Virginia, and do hereby consent and agree to live separate and apart from each other in the future unless they shall mutually agree to vacate this agreement,

Now, Therefore, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. That the parties shall live separate and apart from each other free from interference, authority or control by the other as if he or she were sole and unmarried, and each may conduct, carry on, and engage in any employment, business or trade which to him or her may seem advisable, and for his or her sole and separate benefit, free from any controll, restraint or interference by the other party, in all respects as if each were unmarried.
2. The husband agrees that the wife shall own, have and enjoy all property now owned by her, or which she may hereafter acquire, free from any claim of his, and he does hereby renounce and disclaim all right of inheritance, or otherwise, in and to all such property.
3. The wife covenants and agrees, and does hereby voluntarily release and renounce all her right of dower in and to all real estate now owned, or which James Henry Trotter may hereafter acquire, be seized or possessed of, unto the said James Henry Trotter, his heirs and assigns, and does further covenant and agree, in consideration of the premises herein, and the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, that she will execute, acknowledge and deliver, at the request of James Henry Trotter, or his legal representatives, without cost or expense to him, all such deeds, releases and renunciations of dower as may be necessary to bar, release or extinguish any right of dower which the wife may now own in any property now owned, or which shall hereafter be acquired or possessed by James Henry Trotter.
4. It is further mutually understood and agreed that the parties hereto fully release and discharge, each to the other, from all liability for support, maintenance, duties or obligations of any kind placed upon them by reason of their marriage contract, and that the status of each in the future shall be the same in all respects as if they had never married.

Witness our hands and seals, in duplicate this 19th, day of November, A.D. 1928.

Signed, sealed and delivered in the presence of:

G.P. Sorbet,  
 Catherine Brown,  
 As to James Henry Trotter  
 Anna G. White  
 John A. Lile,  
 As to Martha May Trotter.

James Henry Trotter (Seal)  
 Party of the First Part, Husband.  
 her  
 Martha May X Trotter (Seal)  
 mark  
 Party of the Second Part, Wife

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State of South Carolina,

County of Greenville.

Personally appeared before me C.P. Sorbet who upon being first duly sworn, says that he saw the within named James Henry Trotter sign, seal and as his act and deed deliver the foregoing written agreement, and that he with Catherine Brown witnessed the execution of the same.

Sworn to and subscribed before me

this 26th, day of November, A.D. 1928.

Catherine Brown (Seal)

C.P. Sorbet

Notary Public for State of S.C.

My Commission Expires at the pleasure

of the Governor of S.C.

State of West Virginia,

County of Cabell.

Personally appeared before me John A. Lile who upon being first duly sworn, says that he saw the within named Martha May Trotter sign, seal and as her act and deed deliver the foregoing written instrument, and that he with Anna G. White witnessed the execution of the same.

Sworn to and subscribed before me

this 19th, day of November, A.D. 1928.

H.S. King (Seal)

John A. Lile

Notary Public for State of West Virginia.

My Commission Expires on the

17, day of May, A.D. 1937.

Recorded November 27th, 1928 at 4:30 P.M.

END OF