

State of South Carolina,  
County of Anderson,

Emma Gillespie Bargiol.  
to  
J. J. Bargiol.

Land Agreement,  
Agreement to Release Dower.  
Separation Agreement, Etc.

This Memorandum of Agreement made and entered into this 25th day of August A.D. 1928, by and between J. J. Bargiol, party of the first part, and Emma Gillespie Bargiol, Party of the Second Part, is as follows:

Whereas the said J. J. Bargiol and the said Emma Gillespie Bargiol have separated and the said Emma Gillespie Bargiol has brought suit in the Court of Common Pleas for said County and State for alimony, attorney's fee and suit money;

And Whereas, Pending said suit, the Parties hereto have reached a complete and final agreement;

And Whereas, J. J. Bargiol has agreed to convey to the said Emma Gillespie Bargiol a certain tract of land more fully described in deed to him by J. C. Ragsdale April 6, 1920, recorded in office of R. M. C. for said County in Book 5-P, page 667, and containing 8 lots in the town of Williamston, in lieu of all claims of the said Emma Gillespie Bargiol now accrued or hereafter accruing or claimed to have accrued to her for alimony and support from the said J. J. Bargiol, and also in full settlement for all claims for fee and suit money in said case and also in bar, lieu and settlement of all claim of dower which the said Emma Gillespie Bargiol has or may hereafter have or claim, accrued on inchoate in any land or lands owned by the said J. J. Bargiol, and in any land or lands which he may hereafter acquire;

Now, in consideration of these premises and of the deed of J. J. Bargiol to the said Emma Gillespie Bargiol, receipt whereof is hereby acknowledged, the said Emma Gillespie Bargiol hereby agrees to live forever separate and apart from the said J. J. Bargiol and to make no further claim against him for alimony and support or any further claim of any property rights or other rights of any kind whatsoever, and she does hereby release him from any further or other obligations to her of any kind as a husband or in any way accruing from their marriage.

And she does hereby renounce and release in consideration thereof, all dower rights in any land or lands of the said J. J. Bargiol on deeds heretofore made or hereafter to be made by him, said dower accrued or to accrue to her by reason of said marriage, including all claim of dower inchoate or hereafter accruing in any land or lands now or hereafter owned by the said J. J. Bargiol, and she does hereby covenant with the said J. J. Bargiol and binds herself not to claim dower by reason of said marriage in any land or lands now or hereafter owned by him and does hereby, for said consideration, further agree and bind herself to renounce dower in the form prescribed by law on all mortgages which he may have executed and delivered on any real estate in the State aforesaid; and in consideration of said sum she does hereby agree to renounce her dower in such lands on all mortgages and deeds hereafter executed and delivered by him on all lands which he now owns, or may hereafter acquire.

And the said J. J. Bargiol, in consideration of the agreements and the covenants of the said Emma Gillespie Bargiol above set forth, hereby releases the said Emma Gillespie Bargiol from all obligations which she owes or may owe him as a wife, and agrees to live separate and apart from her. The obligation and duties of the one to the other, by reason of their marriage being hereby fully and finally terminated. The said J. J. Bargiol to have no claim whatever of any kind on property of Emma G. Bargiol.

Witness our hands and seals at Greenville, S. C.  
This day and year first above written.

In the presence of:  
J. W. Callahan,  
H. C. Williams

J. J. Bargiol (L.S.)  
Party of the First Part.

Mrs. Emma G. Bargiol (L.S.)  
Party of the Second Part.

(OVER)