

State of South Carolina,
County of Greenville.

A G R E E M E N T

This AGREEMENT made and entered into this 25 day of October, 1939, by and between Willis G. (B) Gaines, hereinafter referred to as the Party of the First Part, and Maisie Calvert Gaines, hereinafter referred to as the Party of the Second Part, WITNESSETH:

Whereas, the above named parties were married on July 28, 1921, and have lived together as husband and wife without having had any children, and -

Whereas, it is now the wish and desire of the parties that they live separate and apart, and the Party of the First Part is desirous of making certain provisions for the support and maintenance of the Party of the Second Part, and also for the payment by him to her of a stipulated amount by way of alimony, and it is the purpose of this instrument to so express the intention of the parties.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of \$1.00 to each paid by the other in hand paid, the receipt whereof is hereby acknowledged, the Party of the First Part does hereby give, release and relinquish unto the Party of the Second Part a certain house and lot being known and designated as a part of Lot No. 111 and all of Lot No. 112 of the property of the Mountain View Land Company, according to Plat recorded in Plat Book A, page 396, R. M. C. Office for Greenville County, said property being located on Chandler and Green Streets, and is the same conveyed the Party of the First Part by H. J. Martin, et al by deed dated December 22, 1925, and recorded in Deed Book 113, page 69, R. M. C. Office for Greenville County, reference to which is hereby craved for a more particular description. To have and to hold unto the Party of the Second Part the above described premises with all appurtenances thereto during her natural life, or so long as she shall not remarry; and it is the distinct understanding between the parties hereto that should the party of the First Part predecease the Party of the Second Part, then and in such event, the above described premises shall become the property of the Party of the Second Part absolutely and in fee simple, and the Party of the First Part agrees to make a will to such effect, devising the above described property to the Party of the Second Part, should he predecease her; and it is the intention of the parties hereto that should the Party of the First part fail to make such a will or same should not be admitted to probate for any reason, then this instrument in so far as it affects the above described real estate shall be considered a will of the Party of the First Part, and said Party does hereby will and devise to the Party of the Second Part, subject to the above terms and provisions, the real estate hereinabove described to the Party of the Second Part to be hers absolutely and forever.

The Party of the First Part does further grant, bargain, sell and convey to the Party of the Second Part all of his right, title and interest, whatsoever the same may be, in and to all household furniture or furnishings now located in the home situate on the real estate hereinabove described. To have and to hold same unto the Party of the Second Part, her heirs and assigns forever.

There is at present a certain real estate mortgage on the real estate hereinabove described, given by the Party of the First Part to the First Federal Savings & Loan Association of Greenville, S. C. for the original amount of \$900.00 on which there is a balance due of \$574.00, which mortgage bears date of April 24, 1934, and is duly recorded in Mortgage Book 251, page 66 R. M. C. Office for Greenville County, and the Party of the First Part does hereby agree to pay said mortgage off in full in accordance with the provisions contained therein, providing for monthly payments. The Party of the First Part does further agree to pay all taxes and assessments and fire insurance premiums over or against the above described real estate, and to also make all reasonable and necessary repairs to said premises to keep same tenantable and in a reasonable and proper state of preservation, which shall include if necessary, besides painting and the like, repairs to the roof, outer walls or foundation.

The Party of the Second Part is to pay the water bill for water which may be consumed on the above described premises, and also the electric bill for electric current used on said premises, and should the Party of the Second Part fail to pay same, then the Party of the First Part may make the payment and deduct same from the alimony provision hereinafter set forth, giving to the Party of the Second Part the proper receipts in lieu of the amount of said alimony deducted.

It is understood that there is at present a small balance due to Maxwell Bros. & Quinn of Greenville, S. C. on the radio situate in the above described premises, and to the Piedmont Furniture Company of Greenville, S. C. on the living room suit in said premises, and the Party of the First Part does agree to pay the said firms the balance due thereon in accordance with the sales contract between said persons, and when same is paid the said property of course then becomes absolutely the property of the Party of the ^{Second} ~~First~~ Part as hereinabove provided.

The Party of the First Part further agrees to pay any and all outstanding present indebtedness which may be due by the Party of the Second Part to various stores and business firms, but is not to be liable for any future indebtedness except as hereinafter expressly provided. It is recognized by the parties that the Party of the Second Part is now in need of certain dental