TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

## SEPARATION AGREEMENT AND DOWER RENUNCIATION

THIS AGREEMENT made this 24th day of July, 1945, by and between Roy Jenkinson, husband, and Mary Jenkinson, wife, and in consideration of Twelve Hundred (\$1200.00) Dollars cash paid to the wife by the husband, receipt whereof is hereby acknowledged by the wife, witnesseth:

WHEREAS, disputes have arisen between said husband and wife on account of which they are now separated and now live apart and intend to live apart from each other during the remainder of their natural lives unless they should mutually agree to vacate this agreement, it is agreed:

- 1. It shall be lawful for the said wife to reside at such place or places and with such relatives, friends and other persons as she shall from time to time think fit and to exercise, carry on or conduct any trade, business or employment which she shall think fit for her own sole and separate use and benefit without any manner of control, restraint or interference, direct or indirect, by her said husband and in all respects as if she were sole and unmarried.
- 2. So long as this agreement on the part of the husband shall be duly performed, she will not at any time hereafter contract any debt or debts for which the said husband shall or may be personally liable and neither she nor any other person on her behalf shall claim payment or institute any action or civil process or proceeding whatever against her aforesaid husband for support, judicial separation, alimony or any other purpose whatever except for personal injuries or wrongs.
- 3. The said husband in consideration of the said arrangement hereby further agrees that so long as the said separation continues, he will not in any manner or at any time molest or interfere with his said wife or receive or claim any money or other property, not being his own, of said wife.
- 4. The aforesaid Roy Jenkinson hereby conveys to his said wife all his right, title and interest in and to the household goods at 2622 Augusta Road, Greenville, South Carolina, said household goods to be here outright.
- 5. The said Roy Jenkinson agrees that his wife, the said Mary Jenkinson, shall have custody and control of the children and that he shall be liable for the support of the two younger children, namely, Roy Anne Jenkinson and Betty Mae Jenkinson, during their minority, to the extent of Twenty (\$20.00) Dollars each per month commencing as of the 24th day of July, 1945, and continuing until each of said children shall reach the age of twenty-one (21) years or marry or become self-supporting.
- 6. The wife, Mary Jenkinson, shall have the right to occupy the house at 2622 Augusta Road, Greenville, South Carolina, until January 1, 1946, and she further agrees to vacate said house and premises on or before said date of January 1, 1946.
- 7. It is further covenanted and agreed for and in consideration of the terms aforesaid that Mary Jenkinson, the wife of the aforesaid Roy Jenkinson, hereby renounces and releases unto the said Roy Jenkinson, his heirs and assigns, all her right and claim of dower to any and all lands nor or hereafter owned by the said Roy Jenkinson; and the said Mary Jenkinson further agrees for the consideration aforesaid not to claim dower out of the lands that Roy Jenkinson, now, or may hereafter own. The wife, Mary Jenkinson, further agrees that the aforesaid cash payment of Twelve Hundred (\$1200.00) Dollars compensates her in full for all dower rights which she has or may have in real estate owned by her husband.

IN WITNESS WHEREOF, we hereunto set our hands and seals the year and day first above written.

WITNESSES:

Roy Jenkinson

J. A. Henry

Mary Jenkinson

Anne M. Freeze