TITLE TO REAL ESTATE

46782 PROTENCE-JARRARD CO.-GREENVILLE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE.

## SEPARATION AGREEMENT

WHEREAS, H. S. Sellers and Mrs. Cllie C. Sellers were married on the 25th day of March, 1937, in Greenwood County, South Carolina, and are now husband and wife; and,

Whereas, they have experienced matrimonial differences and disagreements which are irreconcilable, and which make it impossible for them to continue to live together as husband and wife; and it is to the best interest of both to enter into a separation agreement and to live separate and apart, and to sever all relationship as husband and wife;

NOW, THEREFORE, in consideration of the covenants hereinafter expressed on the part of each of said parties,

IT IS AGREED AS follows:

- 1. H. S. Sellers, the husband, hereby agrees to pay to Mrs. Ollie C. Sellers the sum of One Thousand (\$1,000.00) Dollars, in cash (the receipt whereof is hereby acknowledged by the said Mrs. Ollie C. Sellers). The said H. S. Sellers further agrees to pay off a note and mortgage on a duplex apartment, which the said H. S. Sellers formerly gave to Mrs. Ollie C. Sellers, on the Furman Hall Road, in the sum of whatever amount is now due upon said note and mortgage. Mrs. Ollie C. Sellers is to have all canned fruit now in the home formerly occupied by her and her husband; and the sewing machine which was given to her since they were married; and she is also to have all of her personal wearing apparel and belongings now in said home; and the Ford Automobile now in her possession, said H. S. Sellers will sign whatever papers are necessary to have the title of said automobile transferred to Mrs. Ollie C. Sellers.
- 2. The said H. S. Sellers agrees to, and does hereby, release the said Mrs. Ollie C. Sellers from all obligations to him as a wife, and agrees not to molest her in any way whatsoever.
- 3. Said Mrs. Ollie <sup>C</sup>. Sellers agrees to, and does hereby release the said H. S. Sellers from all obligations as her husband for separate maintenance and support, and all rights and interest which she now has, or may hereafter have, because of said marriage relationship, in any of his property, real or personal, and she does hereby declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish all her interest and estate, and also all her right and claim of dower of, in or to all and singular the real property now owned by said H. S. Sellers, or hereafter to be acquired by him; and she does hereby further agree that upon request, at any time in the future, she will sign any deed of conveyance wherein she may be required to relinquish a dower interest.
- which they have adopted, that Mrs. Ollie C. Sellers shall have the custody of said child commencing as of this date until the first day of May, 1943, at which time she agrees to deliver said child to H. S. Sellers at his home; and the said H. S. Sellers shall have possession of said child thereafter for three consecutive months, at the end of which time he shall deliver possession of said child to Mrs. Ollie C. Sellers at her residence in Greenville County; and they shall thereafter alternately have possession of said child for periods of three (3) months each. The said H. S. Sellers shall be responsible for the maintenance and support of said child while in his possession, and said Mrs. Ollie C. Sellers shall be solely responsible for the maintenance and support of said child while in her possession.
- 5. It is further agreed by the parties hereto that they intend to, and do hereby agree to, sever all relationships whatsoever as husband and wife, and each party agrees to in no way molest or interfere with the other in any way whatsoever, and this is to be a full, complete, and final settlement of all property rights existing between the respective parties.

IN WITNESS WHEREOF each of said parties has hereunto set his hand and seal this left day of January, 1943.

Witnesses:

H. S. Sellers (L. S.)

C. G. Wyche
Wilton H. Earle

Ollie C. Sellers (L. S.)

State of South Carolina, County of Greenville.

Personally appeared before me <sup>C</sup>. G. Wyche who, upon oath, says: That he saw the within named H. S. Sellers and Mrs. Ollie C. Sellers sign, seal and as their act and deed deliver the within written Separation Agreement, and that he with Wilton H. Earle witnessed the execution thereof.

Sworn to before me this 16th day of January, 1943.

C. G. Wyche.

Wilton H. Earle (L. S.)

Notary Public for S. C.