

NORTH CAROLINA

GUILFORD COUNTY

THIS AGREEMENT made this the 15th day of October, 1946 by and between Atrrel W. Cooper of Guilford County, North Carolina and Inez Hinton Cooper of the City of Greenville, South Carolina.

W I T N E S S E T H

THAT WHEREAS the said Atrrel W. Cooper and Inez Hinton Cooper were duly married in Greenville, South Carolina on the 4th day of March, 1933. That prior to their marriage they were citizens of the State of South Carolina, and after their marriage they continued to be citizens and residents of the State of South Carolina and lived together as man and wife until on or about the 20th day of January, 1946, when they separated and have ever since that date and do now live separate and apart, Atrrel W. Cooper having been a resident and citizen of North Carolina since said date; and whereas said separation was not from mere mutual volition or caprice or by reason of a reckless disregard of marital obligation nor with any view or purpose to facilitate a divorce but in consequence of and under circumstances which rendered it reasonably necessary to the health and happiness of both of said parties that they should separate and live apart; and whereas the conditions and causes which existed at the time they separated, making it necessary that they should separate, still exist and, as it now appears, will continue to exist and, whereas, it was decided by the parties hereto that it is to the best interests of all concerned for the parties hereto to make and enter into a contract and agreement of separation, and that it is to the best interests of all parties concerned that the contract and agreement herein set forth be entered into by and between them.

NOW THEREFORE THIS INDENTURE WITNESSETH:

THAT for and in consideration of the sum of One Dollar (\$1.00) to each party hereto by the other party paid, the receipt of which is hereby acknowledged, and for other valuable considerations as hereinafter contained, the said Atrrel W. Cooper does hereby covenant and agree with the said Inez Hinton Cooper and the said Inez Hinton Cooper does hereby covenant and agree with the said Atrrel W. Cooper, that is to say:

(1) It shall be lawful for the said Atrrel W. Cooper at all times hereafter to live separate and apart from Inez Hinton Cooper and free from her as if he were single and unmarried, and to reside at such place or places with such person or persons as he may desire, choose and think fit, without and free from any control, restraint or interference, direct or indirect, by Inez Hinton Cooper, in all respects as if he were single and unmarried. And it shall be lawful for for the said Atrrel W. Cooper at all times hereafter to conduct, carry on and engage in any employment, business, profession or trade which he should desire, choose or deem fit for his own sole and separate use and benefit, without and free from any, every and all control, restraint or interference, direct or indirect on the part of the said Inez Hinton Cooper and in regard thereto, to have each and every right and privilege as if he were single and unmarried.

(2) That it shall be lawful for the said Inez Hinton Cooper at all times hereafter to live separate and apart from Atrrel W. Cooper and free from his marital control and authority as if she were sole and unmarried, and to reside at such place or places and with such person or persons as she may think fit or she may desire, and to conduct, carry on and engage in any employment, business, profession or trade that she may desire, choose or deem fit for her sole and separate use and benefit without and free from any and all control, restraint or interference direct or indirect on the part of the said Atrrel W. Cooper and the said Inez Hinton Cooper in regard thereto shall have all the rights and privileges as if she were sole and unmarried.

(3) Atrrel W. Cooper for and in consideration of the mutual stipulations and agreements herein, does hereby give, grant, bargain, sell, convey, release, set over