

For Release. Discontinue and Cancellation of this Agreement. See Deed Book 426 Page 17.

FILED
GREENVILLE CO. S. C.
DEC 12 1 42 PM 1950
OLLIE FARNSWORTH
R. M. C.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

C O V E N A N T
A G R E E M E N T

This covenant and agreement is entered into in all good faith between Mr. and Mrs. C. J. Thrailkille, hereinafter referred to as parties of the first part, and Mr. and Mrs. Jesse J. Bigby, hereinafter referred to as parties of the second part, for the mutual benefit and protection of all parties to this agreement, and for consideration mutually agreed upon.

The parties of the first part are the natural parents of Mrs. Jesse J. Bigby (nee Gwendolyn V. Thrailkille), and parties of the first part and parties of the second part have joined together in a common enterprise to provide a home for parties of the first part and parties of the second part, and in pursuance to this undertaking they have pooled their resources and undertaken to buy and eventually pay for a house and lot located at 207 Tremont Avenue, Greenville, S. C., which house and lot is now in the possession of all parties to this agreement. The agreement is that the house and lot appears on deed in the name of Jesse J. Bigby and Gwendolyn Bigby, although about Three Hundred Sixty (\$360.00) Dollars of the down payment of Twelve Hundred Fifty (\$1250.00) Dollars was furnished by Mr. C. J. Thrailkille, the parties of the second part putting up the balance. Then it was agreed that thereafter Mr. Thrailkille would pay Thirty-three and 33/100 (\$33.33) each month on the unpaid balance of Thirty-seven Hundred Fifty (\$3750.00) Dollars, this being financed by the Fidelity Federal Savings of Greenville, S. C., that Mrs. Thrailkille would contribute her services to the care of Jesse J. Bigby, Jr., as her part of the monthly payment, and that the rest of the monthly payment would be paid by the parties of the second part. This agreement relating to monthly payments has been faithfully kept by all parties to the date of this agreement.

It is agreed that Mr. and Mrs. Thrailkille, as long as they live, will have a one-half (1/2) interest in the property in question, and that no mortgage can be placed upon the property without the consent of Mr. and Mrs. Thrailkille. Furthermore, it is agreed that the property cannot be sold without the written consent of Mr. and Mrs. Thrailkille. In the event that any disagreement shall arise between the parties, it is agreed that the