

State of South Carolina,
County of Greenville.

Agreement between James R. Rutledge and Edith Taylor Rutledge, his wife,

Whereas, certain differences have arisen between said James R. Rutledge, and his wife, Edith Taylor Rutledge, and the parties have mutually agreed upon the terms of a separation, and

Whereas, said parties never intend to live together again as man and wife, and mutually desire that neither shall hereafter have any claim against the other by reason of the relationship,

Now, therefore, this agreement witnesseth:

That, in consideration of the separation ~~of this separation~~ as aforesaid, said James R. Rutledge agrees to pay to Edith Taylor Rutledge, his wife, the sum of twenty-five hundred (\$2500.00) dollars in full compromise and settlement of any and all claims, past, present, or future, which the said Edith Taylor Rutledge may or shall have against him for support, dower, inheritance, or otherwise, the said sum of twenty-five hundred (\$2500.00) Dollars to be paid as follows: five hundred (\$500.00) Dollars in cash, the receipt whereof is hereby acknowledged; one thousand (\$1,000.00) dollars when the proceedings for divorce, hereinafter referred to are commenced; and one thousand (\$1,000.00) dollars when the final decree in said cause is signed, and a certified copy thereof sent by registered mail to said James R. Rutledge.

Each of said parties hereby renounce, release, and surrenders all claims against the other, or the property of the other, and covenants and agrees that neither shall hereafter have, or claim any interest in the property or estate of the other, and each does hereby renounce and relinquish all rights which he or she has, or may hereafter have, whether of dower, courtesy, inheritance, or otherwise, in the estate of the other under the laws of any state of the United States of America, or any foreign country.

That, as part of the consideration for this agreement, the said Edith Taylor Rutledge agrees within two months from this date to go to Georgia for the purpose of there residing ~~at her residence~~ and acquiring a residence therein; and that within two months after the expiration of the statutory period provided by the laws of the State of Georgia for acquiring a residence for the purpose of obtaining a divorce the said Edith Taylor Rutledge shall file in a court of competent jurisdiction in the State of Georgia the proper papers necessary for the commencement of an action for divorce against the said James R. Rutledge.

That the said James R. Rutledge agrees that upon receiving notice that said action is ready to be commenced he will go to Georgia and be personally served with the necessary papers in said case; and that at the proper time he will sign his consent to a decree of divorce, provided said decree is in conformity with the terms of this agreement, and requires the payment of no other money, or the surrender of any rights than are prescribed in this agreement.

The costs of this action, and her own attorney's fees are to be paid by the said Edith Taylor-Rutledge out of the twenty-five hundred (\$2500.00) Dollars which the said James R. Rutledge herein agrees to pay to her.

In the event that the said Edith Taylor Rutledge shall die before any of the payments herein specified are to be made, then the said James R. Rutledge is to be released from the payment of any further sum under this agreement; and in the event that the said James R. Rutledge shall die before this agreement is fully complied with, then the payments herein provided for shall be paid by his executors, or administrator, out of his estate.

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That James Rutledge, Jr., who is now a minor, under the age of eighteen years, shall have the right to reside with either of the parties to this agreement, as he may choose; and it is mutually agreed that this question shall be determined solely by him.

It is mutually agreed that the sum of Two thousand (\$2,000.00) dollars shall be deposited with the cashier of the Peoples National Bank, of Greenville, S.C., to be held by him on deposit in the savings department, drawing interest at the rate allowed by the said bank, said sum to be paid out by said cashier to the said Edith Taylor Rutledge according to the terms of this agreement; - the payment of one thousand (\$1,000.00) Dollars to be made by said cashier upon receipt of notice from the clerk of the Georgia court that said proceedings have been filed, and the remaining sum of one thousand (\$1,000.00) dollars to be paid upon receipt by him from the clerk of said court of a certified copy of the decree in said cause. This agreement shall be signed in triplicate, one copy to be retained by each party, and one copy to be delivered to the said cashier and retained by him for the purpose of enabling him to make the payments as herein agreed upon, said sum of two thousand (\$2,000.00) dollars to be deposited with said cashier within ten days from the date of this agreement.

In witness whereof the said parties have hereunto set their hands and seals in triplicate at Greenville, S.C. this 3rd, day of September 1921.

In the presence of:

H.H. Harris,

James R. Rutledge (L.S.)

Wilton H. Earle.
As to James R. Rutledge.

James H. Price,

Edith Taylor Rutledge (L.S.)

Wilton H. Earle.
As to Edith Taylor Rutledge.

State of South Carolina,
County of Greenville.

Personally appeared before me H.H. Harris who being duly sworn, says: That he saw the within named James R. Rutledge sign, seal and deliver the within written instrument; and that he, with Wilton H. Earle witnessed the execution thereof. Sworn to before me this September 3rd, 1921.
Wilton H. Earle (L.S.)
Notary Public, South Carolina.

H.H. Harris.

State of South Carolina,
County of Greenville.

Personally appeared before me Jas. H. Price who, being duly sworn, says: That he saw the within named Edith Taylor Rutledge sign, seal and deliver the within written instrument; and that he, with Wilton H. Earle witnessed the execution thereof. Sworn to before me this September 3rd, 1921.
Wilton H. Earle (L.S.)
Notary Public, South Carolina.

James H. Price

State of South Carolina,
County of Greenville.

Before me, Wilton H. Earle, a Notary Public in and for the State of South Carolina, this day personally appeared Edith Taylor Rutledge, who, on being privately and separately examined by me did acknowledge that she executed the foregoing instrument freely and voluntarily, and intended thereby to renounce, relinquish and forever release unto James R. Rutledge, his heirs and assigns, all the rights and things therein stated, including any right of dower or inheritance which she might now or hereafter have or be entitled to in his property or estate, whosoever situate. Sworn to and subscribed before me this 3rd, day of September, 1921.
Wilton H. Earle (L.S.)
Notary Public, South Carolina.

Edith Taylor Rutledge

Recorded September 8th, 1921.