

State of South Carolina
County of Greenville

This Agreement made and entered into this 7th day of July, 1923, by and between Claude O. Huff, party of the first part, and Julia R. Huff, his wife, party of the second part.

Whereas, the said Claude O. Huff and Julia R. Huff duly intermarried on or about the 14th day of October 1917, and;

Whereas, there has been the following issue of said marriage, to wit: Mary Louise Huff eight and one-half years of age, and

Whereas, divers disputes and unhappy differences have arisen between the said parties, by reason whereof they have consented and agreed, and do hereby consent and agree, to live separate and apart from each other in and future and during their natural lives, unless they shall mutually agree to vacate this agreement.

Now, therefore, this agreement witnesseth:

That in pursuance of the conditions and covenants herein contained, and in consideration of the sum of One Dollar to each party by the other duly paid, the receipt whereof is hereby acknowledged, and for the other considerations herein contained, the said party of the first part does hereby, so far as the covenants, conditions and provisions hereinafter contained, are or ought to be performed or observed by him, covenant with the said party of the second part, and the party of the second part does hereby, so far as the covenants, conditions and provisions hereinafter contained, are or ought to be performed or observed by her, covenant with the said party of the first part as follows, that is to say:

1. It shall be lawful for the said party of the second part at all times hereafter to live separate and apart from the said party of the first part and free from his marital control and authority as if she were sole and unmarried, and to reside from time to time at such place or places and with such person or persons as she shall from time to time think fit and to conduct, carry on and engage in any employment, business or trade which she may deem fit for her own sole and separate use and benefit, without and free from any control, restriction, or interference, direct or indirect, by the party of the first part in all respects as if she were sole and unmarried.

2. Neither the said party of the first or second part shall molest each other, or compel or endeavor to compel the other party to cohabit or dwell with him or her, by any legal or other proceeding, for restitution of conjugal rights or otherwise howsoever.

3. The said party of the first part shall at the signing and execution of this agreement deliver unto the party of the second part good and sufficient deed, thereby conveying to her, absolutely and forever, all that certain house and lot on Martin Street, Sans Beau, just outside the limits of the City of Greenville, now occupied by the said parties as a home, the said party of the second part to assume and pay any and all outstanding indebtedness on said house and lot of land, not exceeding, however, the sum of Fifteen Hundred Dollars. The said party of the first part, however, hereby covenants and agrees to take care of, pay and discharge the monthly payments upon the indebtedness on said premises for a period of three months from the date of this agreement, after which he shall be released from any and all further liability therefor. Possession of premises, however, to be immediately delivered to the party of the second part upon the execution of this agreement. Along with the said premises herein above described the said party of the second part shall take, have, keep and do with as she may see fit all household furniture, equipment, wearing apparel, personal ornaments, and other personal property belonging to her and now in her possession, and all the property of the said party of the second part, both real and personal, now held by her, or which shall hereafter belong or come to her, shall be and remain her sole and separate property, free and discharged from all rights of the party of the first part by curtesy or otherwise, and with full power to the said party of the second part to sell, assign, convey, deal with, bequeath or dispose of the said property in her life time or by her last will and testament or codicil as freely and effectually in all respects as if she were sole and unmarried. And the party of the first part hereby covenants and agrees that he will from time to time make, execute and deliver all such necessary deeds and other instruments and do such other acts as may be necessary under this article of this agreement to carry out its provisions.

4. Said party of the second part shall have the right to dispose of her property by last will and testament or otherwise and the party of the first part agrees that the estate of the said wife, either real or personal, shall, subject to her debts and engagements, go and belong to the person or persons who have become entitled thereto as if the party of the first part had died during the life time of the party of the second part. And the party of the first part further covenants and agrees that he will permit any will of the party of the second part to be probated and allow administration upon her personal estate and effects to be taken out by the person or persons who would have been entitled to do so had he died during her life, time, or whoever may be so designated by her.

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5. The party of the second part shall have the sole custody and control of Mary Louise Huff for and during the period of nine months out of each and every year, beginning on the first day of September of each year and ending on the first day of June of the following year. The remaining three months of the year, the months of June, July and August, the party of the first part shall have the sole custody and control of the said Mary Louise Huff. But the said parties of the first and second part shall at all convenient and reasonable times have access to and communication with the said Mary Louise Huff, who shall for the time being be living with or under the control of the other of said parties of the first and second part. Each of the said parties hereby covenants and agrees that while said child is in their custody or under their control they, neither of them, will remove her from the confines of the State without the consent of the other party.

6. So long as the said Mary Louise Huff shall, during the joint lives of the parties hereto, be living with or under the control of the said party of the second part, the said party of the first part shall and will pay to the said party of the second part, the sum of Thirty Three Dollars per month until said child shall attain the age of twenty one years or until she is previously married, such sum so paid to the party of the second part to be applied by her upon or towards the maintenance and education and benefit of said child, but without liability to account so long as she shall satisfactorily maintain and educate said child. The expenses and necessary transportation fare or charges incurred by said child's going from one party to the other shall be paid by the said party of the first part.

7. The party of the second part hereby covenants and agrees that so long as the party of the first part shall duly keep and perform the covenants, conditions and agreements, to be kept and performed by him hereunder she will not at any time contract any debt or debts, charges or liabilities whatsoever for which the party of the first part or his property or estate shall or may be or become personally liable or answerable. That the conveyance by the party of the first part of the property herein before described shall be and constitute full and complete settlement and satisfaction of any and all claim or claims for support, maintenance or alimony during the continuance of this agreement, and neither she or any other person or persons on her behalf or with her authority, consent or procurement shall or will institute any action at law or in equity or any proceedings whatsoever against the party of the first part, except for personal injuries or wrong committed by the said party of the first part upon the person or estate of the said party of the second part. And the party of the second part hereby covenants and agrees that she will at all times hereafter keep the said party of the first part free, harmless and indemnified from any and all debts or liabilities heretofore or hereafter to be contracted or incurred by the said party of the second part and from any and all actions, proceedings, claims or demands, costs, damages, and expenses whatsoever in respect of such debts and liabilities, or any of them.

8. The party of the second part does hereby further agree that she will at any and all times when so requested by the party of the first part execute, according to law, her renunciation of dower upon any deeds or mortgages executed by the party of the first part and release any and all other claim or claims or interest that she may or might have by law or otherwise in and to any and all property of whatsoever kind or nature that may be hereafter acquired by the party of the first part.

9. It is further agreed by the parties hereto that in event either of said parties should move beyond the confines of the State of South Carolina and permanently reside in such other State, then the condition as to the carrying of the child aforesaid beyond the confines of the State shall not apply, it being further agreed that in such event the party who has not the custody and control of the child at the time may see her, provided the party desiring to see the child makes his or her own arrangements.

10. It is further agreed by and between the parties hereto that either of said parties at any time he or she may see fit may institute divorce proceedings and the responding party will not contest said action upon the condition that the custody of the child herein named shall be granted absolutely to the party of the second part, and the party of the first part will pay to the party of the second part for the support and maintenance of said child the sum of Four Hundred Dollars per year in equal monthly installments.

11. The said parties hereto shall and will at any time or times hereafter make, execute and deliver any and all such further and other assurances and things as the other of said parties for the time being shall reasonably require for the purposes of giving full effect to these presents, and to the covenants, conditions, provisions and agreements hereof.

12. Provided, however, and these presents are upon the express understanding and agreement that if said parties hereto shall become and be reconciled and again cohabit together, or if their marriage shall be dissolved by order of court upon written consent of the respondent, that then and in every such case this agreement and the provisions and conditions thereof shall become null and void and of no effect, but without prejudice to any act or thing done or rights accrued or proceedings taken hereunder on the part of any of the parties hereto.

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