

State of South Carolina,  
County of Greenville.

Articles of Separation.

This agreement made by and between Robert F. Mullinnix, hereinafter referred to as "the husband" and Bennie B. Mullinnix, hereinafter referred to as "the wife."

W I T N E S S E S :

Whereas, as a result of unhappy differences, the parties to this agreement have heretofore separated and since that time have lived separate and apart and are of the opinion that it is to their best interests and welfare to continue to live separate and apart in the future, and the husband desires to make provision for the maintenance and support of the wife.

Now, therefore, it is mutually covenanted and agreed, by and between the said husband and wife as follows:

1. That the parties hereto shall live separate and apart, and each shall be free from interference, authority and control by the other as fully as if he or she were sole and unmarried; and each may conduct, carry on, and engage in any employment or trade which to him or her shall seem advisable to his or her sole support, use and benefit without interference or restraint by the other party, in all respects as if each were unmarried.

2. That each party shall own and possess in his or her own name, without claim or interference by the other party, all property hereafter acquired by either in his or her own name.

3. The husband shall, during the lifetime of the wife, pay to the said wife the sum of One Hundred & 00/100 (\$100.00) Dollars per month for her separate support and maintenance, payable monthly on or before the 5th day of each and every calendar month, said payments to begin for the month of March, 1937. All liability of the husband for the payment of these sums shall terminate with the death or the remarriage of the wife. To the full and faithful performance of this covenant and agreement the husband binds himself, his administrators, executors, heirs and assigns.

4. The said wife agrees that the payment of these sums to her shall be in lieu of all other claims and liability for her maintenance and support, and agrees that she will not at any time hereafter contract any debt or debts or liabilities, with the exception of the sums hereinabove set out, for which the husband or his estate shall or may become liable or answerable. The said wife further agrees that out of said sums she will maintain and support the two children born as issue of said marriage so long as said children choose to remain with her. However, it is expressly understood and agreed by and between the parties hereto that the said children shall themselves have the exclusive option of themselves choosing whether they will live with their father or their mother. Should said children choose to live with their father, the sum of One hundred & 00/100 (\$100.00) Dollars per month, as set out in paragraph #3 above, shall be reduced to the sum of Seventy-five & 00/100 (\$75.00) per month so long as the said children remain with and are supported by the said father. However, when the youngest child shall have arrived at the age of Twenty-One (21), the said sum of One Hundred & 00/100 (\$100.00) per month shall be payable, as set out in paragraph #3 above, regardless of whether the said children live with their father or their mother.

5. The said wife does hereby relinquish and forever renounce all her right or claim in or to the real estate of the husband hereafter acquired, and agrees to execute any and all instruments, from time to time, that may be necessary for that purpose. However, it is expressly understood that the husband is liable and shall pay any debt or debts heretofore contracted by the wife prior to the date hereof but shall not be liable for any debt or debts to others contracted subsequent to the execution of this agreement.

6. Each party agrees that should either desire a divorce and go to a state which has laws to provide for the granting of divorces, the other will consent to same and will cooperate in the obtaining of such divorce and that each party agrees to accept and acknowledge due and legal service of any writ, summons, decree or other paper which the other party may desire to serve on him or her. However, the covenants of this agreement shall not be affected by any divorce which might hereafter be procured.

In witness whereof, the parties hereto have hereunto affixed their hands and seals to the foregoing instrument in duplicate this 19th day of February, 1937.

Witness: Betty O. Willimon  
Henry P. Willimon.

Robert F. Mullinnix (LS)  
Husband  
Bennie B. Mullinnix (LS)  
Wife

(OVER)