

STATE OF SOUTH CAROLINA :
 COUNTY OF GREENVILLE :

LEGAL SEPARATION

AGREEMENT entered into at Greenville, S. C. this the 9th day of November, 1937 by and between J. T. Fonville, formerly of Greenville, S. C. but now residing at Spencer, N. C., and his wife, Lydia Smith Fonville, of the County of Greenville, State of South Carolina.

WHEREAS, the above named parties are now living separate and apart and have mutually agreed upon the terms of a separation, and never intend to live together again as man and wife, and desire that neither shall hereafter have any right or claim against the other or the other's property by reason of the martial relation, or otherwise:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

(1) J. T. Fonville has agreed and by this agreement does promise to pay, subject to conditions hereinafter set forth, unto Lydia Smith Fonville the sum of One Thousand (\$1000.00) Dollars in cash, payable Fifty (\$50.00) Dollars on November 15, 1937 and a like amount on the 15th, of each and every month thereafter until the full amount of One Thousand (\$1000.00) Dollars has been paid. The above sum is intended by both parties to be in full and complete settlement of all claims, past, present and future, which Lydia Smith Fonville may now or hereafter have against J. T. Fonville, whether for support, dower, through inheritance, or otherwise, and it is especially understood and agreed that from this date henceforth Lydia Smith Fonville shall have no right of dower in any of the property of her said husband, now owned by him or which may be hereunder owned by his, said right being completely renounced and entirely extinguished by this agreement and the consideration hereinabove expressed. And the said parties do each renounce, release and surrender all claims against the other, including rights in property, real and personal, and they do hereby covenant and agree that neither of them shall henceforth have any claim or interest in the property or estate of the other, and each does hereby renounce, release and relinquish all rights, claims and demands which he or she may now or hereafter have in the estate of the other, whether by reason of dower, curtesy, inheritance, or otherwise, under or by virtue of the laws of South Carolina, or the laws of any other State of the United States, or any foreign country.

(2) Lydia Smith Fonville agrees that she will live a respectable and moral life and that her failure to do so will release J. T. Fonville from the above payments. It is also understood and agreed that J. T. Fonville is to have the care and custody of all of the minor children by the marriage of the parties to this contract and Lydia Smith Fonville does hereby renounce any claim to the custody of any of the said children, PROVIDED that J. T. Fonville, upon the request of Lydia Smith Fonville, will, at his expense, send the youngest child, Betty Jane, to spend one week-end in each month with her brother, W. J. Fonville at his home in Greenville, South Carolina and that Lydia Smith Fonville shall be permitted to visit and see her daughter, Betty Jane, during these occasions at the home of W. J. Fonville.

(3) Lydia Smith Fonville agrees not to visit Spencer, North Carolina at any time during a period of two years from the date of this agreement and she further agrees that she is not to appear in public with other men unless accompanied by third parties of good repute.

(4) Both parties agree that henceforth they will not discuss their martial troubles with any outsiders and both parties agree that, should either party desire a divorce from the other, the same will not be resisted by the other.

(5) The said parties further agree that they intend to continue to live separate and apart, and neither shall have any right against the other, or the property of the other, by reason of the existence of the martial relation, it being agreed that this instrument provides a mutually satisfactory disposition of the rights of each other, and each wishing and intending to release the other and the property of the other (now owned or hereafter acquired) from any and all of his or her rights, claims and demands, howsoever the same may arise.

IN WITNESS WHEREOF the said J. T. Fonville and Lydia Smith Fonville have hereunto set their hands and seals in duplicate the day and year first above written.

Signed, Sealed and Delivered
 in the presence of:

Mrs. E. C. Kluttz Martha Jordan
 W. G. Guille W. D. Workman

J. T. Fonville
 Mrs. Lydia Smith Fonville

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PERSONALLY appeared before me Martha Jordan, who on oath says that she saw Lydia Smith Fonville sign, seal and deliver the foregoing instrument for the uses and purposes therein stated, and that W. D. Workman with her was a subscribing witness thereto.

Sworn to before me this the 9th day of November, 1937

W. D. Workman (L. S.)

Martha Jordan.

Notary Public for Sou. Car. My Commission expires at the pleasure of the Governor of South Carolina.