

TITLE TO REAL ESTATE

5728 PROVENY-JARLAND CO.-GREENVILLE

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

THIS AGREEMENT entered into January 1, 1938 between O. L. Jones, of the first part, and his wife, Alma Eunice Jones, of the second part, WITNESSETH:

WHEREAS, O. L. Jones is the owner of certain tracts of land in the State of South Carolina, and expects to acquire other lots and tracts of land hereafter, and desires the unrestricted privilege of disposing of the same free of any claim of dower rights and claims of inheritance by Alma Eunice Jones:

AND WHEREAS, Alma Eunice Jones has agreed to renounce, release, and forever relinquish her constitutional and legal rights of dower, and her rights of inheritance, and the parties, with full knowledge of the value of the property of O. L. Jones and of their respective interests, have agreed upon a fair consideration therefor:

NOW, in consideration of mutual benefits and of the conveyance by O. L. Jones to Alma Eunice Jones of a tract of land containing 59.61 acres in Gantt Twpnship, Greenville County, South Carolina, on the Augusta, White Horse and Fairfield Roads, described in the deed this day executed and to be recorded, Alma Eunice Jones freely renounces, releases and forever relinquishes unto O. L. Jones, his heirs and assigns, all dower rights which she now has in land owned by him, and which she may have in any land acquired in the future by him; and she agrees to renounce, release and forever relinquish any and all such rights of dower in land owned by him, and hereafter to be acquired by him, in favor of the purchasers thereof.

Such purchasers from O. L. Jones shall be as completely protected from any claims of dower by Alma Eunice Jones under this agreement as though her dower had been relinquished in the statutory method upon each deed. Whenever O. L. Jones may sell or dispose of any lands, Alma Eunice Jones shall, upon his request, execute immediately to the purchaser, without additional compensation, the usual statutory form of release. And should he fail to do so, O. L. Jones, (or the purchaser) may apply to any court of competent jurisdiction for an order to require compliance with this contract, or for such other legal or equitable relief to which he or they may be entitled hereunder.

Alma Eunice Jones also hereby surrenders and releases all her property rights as the wife of O. L. Jones by way of inheritance, and agrees that she will make no claim against his estate if she should survive him.

The tract of land herein referred to is accepted in full payment and satisfaction of her claims existing now or arising at any time in the future out of the marriage contract between her and O. L. Jones, including all claims whether vested, inchoate and prospective, as though the marriage contract were lawfully dissolved.

IN WITNESS WHEREOF we have hereunto set out hands and seals the day and year first above written.

Executed in presence of:

Helyn C. Asbury  
W. G. Sirrine

O. L. Jones (SEAL)  
Alma Eunice Jones (SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

PERSONALLY appeared Helyn C. Asbury who says on oath that she saw O. L. Jones and Alma Eunice Jones sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned, and that she with W. G. Sirrine witnessed the same.

SWORN to before me this 4th. day  
of January, 1938.

Helyn C. Asbury

B. F. Martin (SEAL)  
Notary Public for S. C.

Recorded January 4th. 1938 at 1:20 P. M.

J. H.

SATISFIED AND CANCELLED OF RECORD  
DAY OF Sept 1938  
Alma Eunice Jones  
P. M. FOR GREENVILLE COUNTY, S. C.  
JULIUS LUCK A. M. NO. 23404