

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

A G R E E M E N T

This agreement made and entered into by and between Franklin Sumner Smith, of Greenville, South Carolina, hereinafter designated as husband, and Florence Davis Smith, of Greenville, South Carolina, hereinafter designated as wife.

WHEREAS, unhappy differences have arisen between the said husband and wife, by reason whereof they have agreed to live separate and apart from each other for the future, and to enter into the arrangement hereinafter contained:

W I T N E S S E T H

That in pursuance of said agreement and for the consideration herein appearing and the mutual benefit of both, they hereby agree that:

1. It shall be lawful for the said wife at all times hereinafter to live separate and apart from the said husband and free from his marital control and authority, as if she were sole and unmarried, and reside from time to time at such places as she may think proper, without any interference whatever on the part of said husband.

2. Neither of them, the said husband and wife, shall molest the other of them, nor compel or endeavor to compel the other of them to cohabit or dwell with him or her by any legal proceedings for restitution or conjugal rights, or otherwise whatsoever.

3. If either the husband or wife institutes any proceeding for a judicial separation or for an absolute divorce in any court whatsoever, each shall retain any grounds that now exist for such legal separation or absolute divorce, and specifically reserves, and does not waive by this agreement, such grounds.

4. The husband hereby agrees to pay and the wife hereby agrees to accept the sum of One Hundred and No/100 Dollars (\$100.00) per month, to be paid weekly in advance for her full support and maintenance and the sum of Fifty and No/100 Dollars (\$50.00) for each of their children, that is to say, Marian Erwin Smith, Franklin Sumner Smith, Jr., and Mary Elizabeth Smith, who shall reside with the wife until each shall reach his or her majority, or should earlier marry. Each of the said children shall be given his or her opportunity to choose between which parent he or she desires to live with, which shall be subject to change, from time to time and the payment to the wife for each child or children shall discontinue, if the said child or children do not reside with the wife.

5. The husband and wife hereby agree that in the event any proceeding is instituted for a judicial separation or an absolute divorce in any court whatsoever, that each will agree to be bound by the above payments in the amounts above provided and that the payment to said wife shall be in lieu of all rights of alimony, ^{or any} and all claims that she might now have or hereafter have.

6. It is further agreed that the Fifty and No/100 Dollars (\$50.00) per month for each child so long as he or she remains in the custody of said wife, after an absolute divorce is granted, if such be the case, shall be for full support and maintenance of said child or children unless, however, some emergency such as serious illness of one or more of said children should require a large expenditure of money and, in such event, the wife agrees to cooperate in keeping such bills reasonable. The husband further agrees that when either or both of the younger children enters college or colleges ~~are to be designated by him, after taking into~~ consideration the desires of each child and the well-being of each, he will pay the necessary expenses for such child's or children's maintenance and education; during the school term or terms during which time and at all other times when said child or children are not in custody of said wife, the monthly allowance for said child or children shall be discontinued.

7. It is further agreed by the wife that she will not institute any proceeding, or cause or consent to any other person or persons' instituting any proceeding in her behalf, or for any child or said children, for their maintenance, support, or otherwise, so long as the husband performs and carries out the terms of this agreement.

8. It is further understood and agreed that this agreement shall not in anywise affect the rights of either party to the custody of the children and is not to be construed as a waiver of the rights of either party to claim the custody of any or all of said children.

9. All the wearing apparel, personal ornaments of said wife, and all moveable personal property belonging to said wife and all of the furniture, either stored or in use, and the Packard Automobile, Motor No. B-4656, Serial No. 1282-2857, shall belong to said wife as her separate estate, independently of said husband. All of the property of said wife, both real and personal, now held by her or which shall hereafter come to her, shall be and remain her sole and separate property, free from all rights of the said husband, with full power to her to convey, assign, or deal with the same as if she were single. The said husband will, from time to time, execute all such deeds and papers as may be necessary to enable her to sell, assign, or deal with her said property, and the wife also agrees to sign any and all instruments that may be required of the husband in disposing or otherwise dealing with his property, without the requirement of additional pay or compensation therefor.

10. On the death of said wife, in the life time of said husband, all her separate estate, whether real or personal, which she shall not have disposed of in her life time or by will, shall, subject to her debts and engagements, go and belong to the persons or person who would have become entitled thereto, if the said husband had died in the life time of said wife.

11. If the said wife shall die in the life-time of the said husband, he shall permit her will to be proved or 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 the said husband died in her life time.

12. It is hereby agreed and declared that the provisions herein made for the said wife are made and she does hereby accept the same in satisfaction and bar of the dower or

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