

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

SUPPLEMENTAL AGREEMENT.

WHEREAS, on the ___ day of October, 1939, the undersigned, Willis G. (B) Gaines and Maisie Calvert Gaines, entered into a certain written agreement whereby said parties agreed that they had prior thereto been married, but had since separated and at the time of said agreement were living separate and apart and by the terms and provisions of said agreement released each other from all duty to each other by reason of their marital relationship and by the terms of said agreement made a division of their property and belongings, and,

WHEREAS, by the terms of said agreement, the said Willis G. (B) Gaines granted to and conveyed to the said Maisie Calvert Gaines during the term of her natural life certain property situate on Chandler and Green Sts., Greenville, S. C., designated as a part of lot #111 and all of lot #112, recorded in the R. M. C. Office for Greenville County in Plat Book "A" at pages 396 and 397, and likewise further agreed to will and devise said property to the said Maisie Calvert Gaines in the event he predeceased her, and,

WHEREAS, both of said parties are still living and have entered into a subsequent agreement modifying the agreement above referred to, in that, in consideration of the sum of Five Hundred and fifty Dollars, paid simultaneously herewith by the said Willis G. (B.) Gaines to the said Maisie Calvert Gaines, the said Maisie Calvert Gaines has simultaneously herewith cancelled the portion of said original agreement, whereby she was to have the use of the property above described during the term of her natural life and likewise the portion of said original agreement, whereby the said Willis G. (B.) Gaines was to devise and will said property to her in the event he predeceased her and has this day simultaneously herewith agreed and consented for a sale of said property to one Bess Gaines Kirkland and has freely and voluntarily renounced all dower interest, including her inchoate right of dower in and to said property, and likewise to the tract of land situate in Chick Springs Township, Greenville County, S. C., on the Reservoir Road, containing 12.03 acres, more or less, and more particularly described in a deed of Anna M. Beaty to Willis B. Gaines, dated Nov. 2, 1936, recorded in the R. M. C. Office for Greenville County in Deed Book 186 at page 144, and does hereby further acknowledge and admit that any and all provision in said original agreement hereinabove referred to providing for granting to or conveying to her any interest in said property or any real estate owned by her said husband, Willis G. (B.) Gaines shall be and is cancelled, and, hereafter of no force or effect.

However, it is understood and agreed that the provision in said original agreement, whereby the said Willis G. (B.) Gaines is to pay as alimony the sum of Twenty-five Dollars, shall remain in full force and effect, until such time as the said Maisie Calvert Gaines shall remarry.

IN WITNESS WHEREOF, We have hereunto set our hands and seals at Greenville, S. C. this 2nd day of Jan. 1941.

In the presence of:

D. B. Leatherwood

Semmie Lurey

H. W. Gantt

Willis G. (B.) Gaines (L. S.)

Maisie Calvert Gaines (L. S.)

State of South Carolina,
County of Greenville.

Personally appeared before me Semmie Lurey, who being duly sworn, says that he saw Willis G. (B.) Gaines, and Maisie Calvert Gaines, sign, seal and as their act and deed deliver the foregoing written instrument and that he with D. B. Leatherwood and H. W. Gantt witnessed the execution thereof.

Sworn to before me this 2nd day of Jan. 1941.

Semmie Lurey.

D. B. Leatherwood (L. S.)

N. P. for S. C.

Recorded January 9, 1941, at 4:52 P. M. #437 BY: E.G.