

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

AGREEMENT.

THIS AGREEMENT made and entered into this 7th day of February, 1946 by and between Louis S. Courtney, hereinafter referred to as the husband, and Iva Belle Ellis Courtney, hereinafter referred to as the wife, both domiciled in, and residents of the state of South Carolina,

W I T N E S S E T H:

WHEREAS, the parties hereto were heretofore legally married in Gaffney, S. C. July 4, 1929, and having lived together as man and wife since that date, and

WHEREAS, the parties hereto are unable to live together amicably as man and wife and wish to have a final settlement and adjustment of whatever properties they might own or may hereafter acquire, both real and personal, and to define their independent status, one from the other, in order that no subsequent question might arise in connection therewith.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do by these presents solemnly agree and bind themselves, their heirs, executors, administrators and assigns forever.

1. The husband agrees that the wife shall have as her own and separate property all household furniture and furnishings of every description presently owned by either of them. This is the only property owned by them in common except certain Victory Bonds which have been divided.

2. No children have been born of this marriage and the husband and wife agree to separately support themselves by their own efforts. Neither shall have any claim or right to the services or earnings of the other, or to any other benefits, enjoyments, or duties which would otherwise accrue, by reason of the relationship of man and wife.

3. Neither the husband nor the wife own any present interest in real estate. The wife expressly agrees for herself, as a part of the consideration for this contract, that she hereby freely, voluntarily, and without compulsion, dread or fear of any person or persons whomsoever, waive, renounce and relinquish all her interest and estate by way of dower in and to any real estate or interest in real estate which the husband may acquire in the future in any manner whatsoever, by deed for valuable consideration, by gift, by inheritance, or by contract.

4. The husband and the wife hereby relinquish, waive and renounce any right that either of them may otherwise acquire of the estate of the other, real or personal by way of inheritance under the laws of this state, or any other state.

5. Present contracts or policies of insurance are carried by the husband and the wife. Each has the privilege of changing the name of the beneficiaries in these policies and agrees that they shall retain the privilege, and the policies shall be payable to the named beneficiaries appearing therein, anything to the contrary notwithstanding.

6. If either the husband or the wife shall sue for divorce, or in the event a divorce decree is granted, this contract shall remain in full force and effect.

7. This contract is terminable in whole or in part by agreement of both the husband and the wife, signed by them in due form, and recorded on the face of either of the duplicate original copies hereof, and duly entered of record in the place or places where this instrument is recorded.

8. The wife is granted the right to retain her married name unless she is granted a decree of divorce.

9. Neither the husband nor the wife shall have the right or power to incur obligations for necessities or otherwise, that shall bind the other.

10. It is agreed that this contract embraces a full and complete settlement of all property rights and marital rights of the parties hereto, and that neither is to interfere with the peaceful but separate enjoyment of the life of the other.

11. To the faithful and just performance of the provisions of the within agreement the husband and the wife hereby bind themselves, their heirs, executors, administrators, personal representatives and assigns forever.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals in duplicate the day and year first above written.

In the presence of:

F. E. Gamble, Jr.  
Leon Graham  
As to the Husband.  
H. R. Wright  
Marion Brawley, Jr.  
As to the Wife.

Louis S. Courtney  
Husband  
Iva Belle Ellis Courtney  
Wife.

*Handwritten notes:*  
Divorced by agreement  
15th day of April 1946  
Iva Belle Ellis Courtney  
Witnesses: S. Harrison  
S. Harrison  
S. Harrison