

The said Mildred Smith Hendrix further agrees to sign deeds to the said Wesley Levi Hendrix for the property now in both of their names at or near Mauldin, South Carolina, and also the trailer and lot owned by these parties at Lake Greenwood.

And further in consideration of the premises and the mutual promises of each other, each party waives and releases the property of the other now owned, or hereafter acquired, from any claim or title contingent, reversionary or otherwise and from any right of inheritance therein, it being the intention of each, and both parties that during their separate lifetime they may deal with their separate estates as herein described and defined as if they were unmarried; and that upon the death of either the property, both real and personal, then owned by him or her shall pass by his or her will or under the laws of descent and distribution, as the case may be, free from any right of inheritance title or claim in the other's property as if the parties at such time were unmarried. And the wife does hereby specifically renounce all rights of dower in the property of the husband now owned or hereafter acquired. It is further understood that this agreement shall be binding upon their heirs, executors and administrators.

The said Wesley Levi Hendrix agrees to bring suit for divorce against the said Mildred Smith Hendrix after her desertion, which has heretofore occurred, has continued for one year, provided however that the said Mildred Smith Hendrix will pay the costs of court, attorneys' fees and any other costs incident to the bringing and termination of said suit.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED That each of the parties hereto may live hereafter wherever and in such manner as he or she may desire, without the interference of the other in any manner during the life of either and that this Contract can be modified, altered, or abrogated only upon the written statement of both of the parties hereto, setting forth in