

18958

VOL 1167 PAGE 9720

1 THIS ANTENUPTIAL AGREEMENT, Made this 14 day of December,
2 1967, between W. J. KESSLER, First Party, and NELLIE MACLEAN,
3 Second Party,

4 W I T N E S S E T H:

5 WHEREAS, a marriage is intended to be solemnized between said
6 parties, and in view of the fact that after their marriage, in
7 the absence of any agreement to the contrary, each of the parties
8 may otherwise acquire certain rights in the property of the other
9 by virtue of said marriage, and it is the desire of the parties
10 that this agreement fix the rights of the respective parties in
11 and to the property of the other by this agreement and not other-
12 wise, and;

13 WHEREAS, the parties desire to comply with the provisions of
14 O.R.S. 113.420, O.R.S. 113.430 and O.R. S. 113.440, and;

15 WHEREAS, each of the parties hereto has disclosed to the
16 other the full nature and extent of all property owned by the
17 other;

18 NOW, THEREFORE, It is hereby mutually agreed as follows:

19 1. That all properties of any name or nature, real, personal,
20 or mixed, wherever they may be found, belonging to First Party
21 before marriage shall be and remain forever his personal estate,
22 and that this shall include all interest, rents, and profits which
23 may at any time accrue or result in any manner from increase in
24 value, or to be collected for the use of the same in any way.

25 2. That all property of any name or nature, real, personal,
26 or mixed, wherever they may be found, belonging to Second Party
27 before marriage shall be and remain forever her personal estate,
28 and that this shall include all interest, rents, and profits which
29 may in time accrue or result in any manner from increase in value,
30 or to be collected for the use of the same in any way.

31 3. That in consideration of the covenant contained in the
32 preceding Paragraph 1 above, and the other covenants herein

ANTHONY BIADOMINI
ATTORNEY AT LAW
KLAMATH FALLS, OREGON
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Antenuptial Agreement -1-

9721

1 contained, First Party covenants with Second Party that he shall
2 execute an appropriate will, after the consummation of the marriage
3 contemplated by this agreement, giving, devising, and bequeathing
4 unto Second Party a life estate in and to that certain real property
5 situate in Klamath County, Oregon, described as

6 Lots 1 and 2, Block 1, Hillcrest,
7 and that certain contract of sale dated August 27, 1958, wherein,
8 at the time of the execution of this agreement, Howard C. Hassett
9 and Mary Hassett, husband and wife, are vendees, and W. J. Kessler
10 is vendor, which contract of sale affects the following described
11 property situate in Klamath County, Oregon, to-wit:

12 The South one-half of Lot 3, and all of Lot
13 4 and the North one-half of Lot 5 Block 1
of Hillcrest.

14 Said life estate shall, upon the death of Second Party, revert to
15 and be distributed to those designated in the will contemplated
16 by this agreement. That in consideration of this provision,
17 Second Party covenants and does hereby waive and release and forever
18 relinquish any right of dower in and to any real property of First
19 Party owned by him at the time of the execution of this agreement,
20 or hereafter, it being the intent of this agreement that any right
21 of dower accruing to said Second Party by virtue of her marriage
22 to First Party shall be barred by this jointure.

23 4. That each of the parties hereto will sign with the
24 other all title papers, deeds, or other papers necessary to transfer
25 property when sold to a purchaser as such title papers are
26 usually executed by a man and wife, and that this courtesy shall
27 be prompt at any time, and in any place.

28 5. That each of the parties hereto shall not, upon the
29 death of either, assert any claim, interest, estate, or title
30 under the law of any state because of such survivorship in and to
31 the property owned by either of the parties prior to said
32 marriage and that at the time of the death of said party, except

9722

1 property acquired by the parties subsequent to said marriage.
2 This clause shall apply in the event of a dissolution of said
3 marriage for any reason.

4 6. That in the event either of the parties hereto shall
5 acquire any property of any nature, real or personal, after the
6 marriage of the parties hereto, the other party hereto shall
7 have such right in the said property as is afforded by the laws
8 of any state, it being the express desire of the parties hereto
9 that preservation of the independent ownership and rights in and
10 to the property of each of the parties is to apply to property
11 acquired by each before marriage, not after, except as above set
12 forth.

13 7. That each party shall control his or her own personal
14 estate, as described herein, and do with the properties whatever
15 he or she wishes and wills, by his or her order or directions, or
16 by testament, the same as either could or would do if no marriage
17 relationship existed between them.

18 8. This agreement shall be and become effective only in the
19 event that the contemplated marriage between the parties hereto
20 shall be solemnized, and if such contemplated marriage shall not
21 be solemnized, then and in such event, this agreement shall be
22 and become wholly null and void.

23 IN WITNESS WHEREOF, the parties hereto have signed this
24 agreement on the date first herein written in Klamath Falls, Oregon.
25

26 W. J. Kessler (SEAL)
27 W. J. Kessler

28 Nellie MacLean (SEAL)
29 Nellie MacLean

30 STATE OF OREGON)
31 COUNTY OF KLAMATH) ss.

32 On this 14th day of December, 1967, before me, the undersigned,

J. ANTHONY DIACONINI
ATTORNEY AT LAW
KLAMATH FALLS, OREGON

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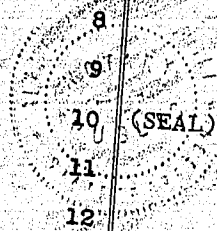
Antenuptial Agreement -3-

21

9723

1 a Notary Public in and for the said County and State, personally
2 appeared the within named W. J. KESSLER and NELLIE MACLEAN,
3 known to me to be the identical individuals described in and who
4 executed the within instrument and acknowledged to me that they
5 executed the same freely and voluntarily.

6 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
7 my official seal the day and year last above written.



Alameda E. Giacomini
Notary Public for Oregon

My Commission expires: *Aug. 6, 1970*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at _____
this *14th* day of *December* A. D. 19*67* at *12:50* o'clock *P.M.*, and
duly recorded in Vol. *1167*, of *Records* on Page *9723*
See 600 DOROTHY ROGERS, County Clerk
By *Lois M. Knutson*

RECORDED
INDEXED
JAN 10 1968
CLERK OF COUNTY

J. ANTHONY GIACOMINI
ATTORNEY AT LAW
KLAMATH FALLS, OREGON

Antenuptial Agreement -4-

22