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2 THIS AGREEMENT, made and entered into this 19 day of
3 February, 1973, by and between C.A. HENSON, hereinafter referred
4 to as First Party, and, ETHEL E. HENSON, hereinafter referred to
5 as Second Party,

6 WITNESSETH:

7 WHEREAS, the parties hereto have heretofore intermarried and
8 each party respectively owns certain property in his and/or her
9 name, and

10 WHEREAS, the parties desire to keep and maintain said pro-
11 perty separate, and, to leave their respective separate properties
12 as each may desire, by Will or otherwise, independent of the claim
13 or statutory right of the other, and

14 WHEREAS, there are no minor children of the parties, and

15 WHEREAS, the parties hereto have made a full disclosure to
16 each other of their respective property interests, and

17 WHEREAS, both parties deem it appropriate to so determine
18 their said property rights at this time and both taking into
19 consideration their respective statutory rights and their right
20 to waive the same by agreement at this time,

21 NOW, THEREFORE, in consideration of the mutual promises herein
22 contained and other valuable consideration, the parties hereto do
23 mutually agree as follows:

24 1. The parties hereto agree that the rights and obligations
25 created by this agreement have pecuniary value to each of the
26 parties and said rights and obligations are accepted by FIRST
27 PARTY in lieu of and including, but not limited to, homestead,
28 support and widower's allowance in SECOND PARTY'S separate estate,
29 and SECOND PARTY in lieu of and including, but not limited to,
30 homestead, support and widow's allowance in FIRST PARTY'S separate
31 estate, that is, each party hereto does hereby waive, release and
relinquish all claims in and to all property of the other party.

RETURN TO - 32
RENTON V. BUCKETT, JR.
ATTORNEY AT LAW
FIRST FEDERAL SAVINGS
& LOAN BUILDING
CLATSOP FALLS, ORE.

1 hereto, real, personal and mixed, and wheresoever located,
 2 which each party hereto respectively now owns or shall hereafter
 3 at any time acquire, including but not by way of limitation, all
 4 rights as statutory heir or next of kin or spouse, all rights to
 5 homestead and support money, and other rights given to surviving
 6 spouses under the laws of the State of Oregon or of any other
 7 state.

8 2. That for the purposes of this agreement the parties
 9 hereto agree that their separate property shall be identified as
 10 such by being that which is now, or hereafter acquired, in the
 11 separate name of First Party or Second Party, as the case may be,
 12 continuing as to any substitution or exchanges therefor, any pro-
 13 ceeds therefrom, and any property purchased with the proceeds
 14 therefrom.

15 3. That the parties hereto do specifically refer to Oregon
 16 Revised Statutes 114.115, and do respectively enter into this
 17 agreement pursuant to said statute and waive their respective
 18 right to elect to take the share provided for in Oregon Revised
 19 Statutes 114.105, 114.125 and/or 114.135.

20 IN WITNESS WHEREOF, the parties hereto have hereunto set
 21 their hands and seals the day and year first hereinabove written.

22 Witnesses to Mark:

23 *Betty C. Puckett*
 24 *W. K. Puckett*

23 C.A. HENSON (His mark)
 24 *Ethel E. Henson*
 25 Ethel E. Henson

26 STATE OF OREGON)
 27) ss.
 27 County of Klamath)

February 19, 1973

28 Personally appeared C.A. HENSON and ETHEL E. HENSON, husband
 29 and wife, known to me to be the identical persons who executed the
 30 within and foregoing instrument, the said C.A. HENSON executing
 31 said instrument by his mark, in my presence and in the presence
 32 of *Betty C. Puckett* and *W. K. Puckett*, as wit-
 31 nesses, and acknowledged to me that they executed the same as
 32 their free and voluntary act and deed.

BEFORE ME:

W. K. Puckett
 Notary Public for Oregon
 My Commission expires: 9-23-75

PRENTISS K. PUCKETT, P.R.
 Notary Public for Oregon

STATE OF OREGON, COUNTY OF KLAMATH, ss.

Filed for record at request of *PRENTISS K. PUCKETT, ATTY*

this *24th* day of *JUNE* A.D., 19 *75* at *11:00* o'clock *A.M.*, and duly recorded in

Vol. *M 75* of *DEEDS* on Page *7135*

FEE \$4.00

WM. D. MILNE, County Clerk

By *Harold Dragan*

Deputy