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RECORDING REQUESTED BY AND MAIL TO

Vol. ¹⁷ 78 Page 20014

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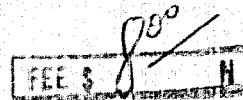
78-859354
ANTENUPTIAL AGREEMENT
78-859354

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
41 MIN. 10 A.M. AUG 4 1978

Recorder's Office

THIS ANTENUPTIAL AGREEMENT, is entered into on July 28,
1978, between DARWIN DAROUGH and ELBA HAYS.

W I T N E S S E T H



This Agreement is made with reference to the following
facts:

(A) DARWIN DAROUGH and ELBA HAYS, are contemplating
marriage.

(B) DARWIN DAROUGH is the owner of, or has an interest
in, the following described real and personal property:

1. DARWIN DAROUGH STUDIOS, Inc., presently located at
6801 East Gage Avenue, Commerce, California.
2. 1975 Mercedes. License number 4-BUGGS.
3. 1975 Chevy Van. License number

4. Condominium. Local address: 14141 Dickens Street
Sherman Oaks, California. Legal Description:

That portion of Lot 1 of Tract No. 29879,
in the City of Los Angeles, as per Map
Filed in Book 829 Pages 95 and 96 of Maps,
in the Office of the County Recorder of
said County, shown and defined as Unit 16
on the Condominium Plan recorded June 20,
1971, as Instrument No. 3802, in the Office
of said Recorder.

5. Oregon Shores real property. Two lots described as
follows:

- a. (Lot 3, Block 18, Tract 1113).
- b. (Lot 3, Block 23, Tract 1113).
6. Glendale Federal Savings and Loan savings accounts described as follows:
 - a. (Account number 1-622965-2).
 - b. (Account number 001-201607-9).
 - c. (Account number 001-204172-9).
 - d. (Account number 001-702444-4).
 - e. (Account number 001-202444-4) ^{ED} _{DN}.
7. Various other items of household furniture and furnishings as well as various other items of personal property.

(C). ELBA HAYS is the owner of, or has an interest in, the following described real and personal property:

1. Condominium. Locally described as : 5261-3 Newcastle Avenue, Encino, California. Legally described as:
 - A. an undivided 1/61st interest in and to Lot 1 of Tract No. 29837, as per Map recorded in Book 715, Pages 58 and 59 of Maps, in the Office of the County Recorder of said County. EXCEPT unit 1261 inclusive as shown and defined on the Condominium Plan recorded April 25, 1966, in Book M2196, Page 395, official records.
 - B. Unit 48 as shown and defined on the Condominium Plan above mentioned.
2. 1976 Cadillac. License number 1-ELBA.
3. 1977 Buick. License number 165 TQP.
4. Various other items of household furniture and furnishings as well as various other items of personal property.

(D). As mentioned above, each of the parties is the owner of, or has an interest in, substantial amounts of real and personal property; each may inherit additional property of considerable value and each has reasonable prospects of earning large sums of money; all of these facts have been fully disclosed to each of the parties.

(E) DARWIN DAROUGH has two adult children, namely, LESLIE DAROUGH and SCOTT DAROUGH. Said children are the issue from DARWIN DAROUGH'S prior marriage to PHYLLIS DAROUGH.

(F). ELBA HAYS, has one child, a minor, namely, SANDRA M. HAYES. Said child is the issue from ELBA HAYS' prior marriage to JOHN HAYES.

(G). It is the desire of the parties hereto to define the respective rights of each in the property of the other after marriage.

NOW THEREFORE, in consideration of the mutual promises of each and for other valuable consideration, the parties hereto agree as follows:

1. ELBA HAYS, agrees that all property of any nature or in any place, including but not being limited to the earnings and income resulting from his personal services, skill, effort, and work, belonging to DARWIN DAROUGH at the commencement of the marriage or acquired by or coming to DARWIN DAROUGH during the marriage, shall be his separate property and shall be enjoyed by him and shall be subject to his disposition as his separate in the same manner as though the proposed marriage had never been entered into. ELBA HAYS, acknowledges that she understands that,

except for this agreement, the earnings and income resulting from the personal services, skill, effort, and work of DARWIN DAROUGH after the marriage would be community property, but by this agreement such earnings and income are made his separate property.

2. DARWIN DAROUGH agrees that all property of any nature or in any place, including but not being limited to the earnings and income resulting from her personal services, skill, effort, and work, belonging to ELBA HAYS, at the commencement of the marriage or acquired by or coming to ELBA HAYS, during the marriage, shall be her separate property and shall be enjoyed by her and shall be subject to her disposition as her separate property in the same manner as though the proposed marriage had never been entered into. DARWIN DAROUGH acknowledges that he understands that, except for this agreement, the earnings and income resulting from the personal services, skill, effort and work of ELBA HAYS, after the marriage would be community property, but by this agreement such earnings and income are made her separate property.

3. ELBA HAYS, hereby relinquishes, disclaims, releases, and forever gives up any and all right, claim, or interest in or to the property of DARWIN DAROUGH including but without being limited to community property rights, rights as an heir or widow, rights to family allowance, rights in case of death, or right to act as administratrix of the estate of DARWIN DAROUGH.

4. DARWIN DAROUGH hereby relinquishes, disclaims, releases, and forever gives up any and all right, claim, or interest in or to the property of ELBA HAYS, including but without being limited to community property rights, rights as an heir or widower, rights to

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family allowance, rights in case of death, or right to act as administrator of the estate of ELBA HAYS.

5. Notwithstanding the provisions of this agreement, either party may transfer, convey, devise, or bequeath any property to the other. Neither party intends by this agreement to limit or restrict in any way the right to receive any such transfer, conveyance, devise, or bequest from the other.

6. Nothing contained in this agreement shall be construed as absolving either party of the statutory obligations to support the other during marriage or to effect in any way the obligation to support any children of the contemplated marriage.

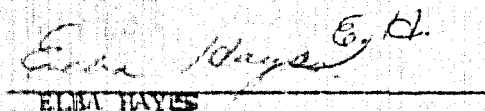
7. Each party shall, at the request of the other, execute, acknowledge, and deliver whatever additional instruments may be required in order to accomplish the intent of this agreement.

8. This agreement shall be operative only in the event that the contemplated marriage between the parties shall be solemnized.

9. This agreement shall bind the parties hereto and their respective heirs, executors, and administrators.

This agreement was executed on July 28, 1978.


DARWIN DAROUGH

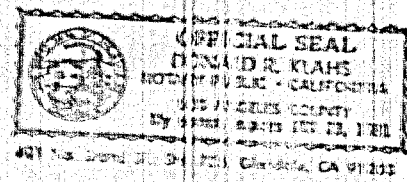

ELBA HAYS

COUNTY OF LOS ANGELES)
STATE OF CALIFORNIA) ss.

State of California, County of Los Angeles: On July 28, 1978, before

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me, the undersigned, a Notary Public in and for said State, with the principal place of business in said County personally appeared DARWIN DAROUGH and ELBA HAYS,, known to me to be the persons whose names are subscribed to the within instrument and acknowledge to me that they executed the same.



Donald R. Klahs
DONALD R. KLAHS

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Subscribed and sworn to at request of Donald R. Klahs, Atty.

on the 11th day of September A. D. 19 78 at 2:19 clock P M., and duly recorded in Vol. 1578, of Deeds on Page 20014

W. D. MILNE, County Clerk
W. D. Milne

Fee \$13.00

79- 859354

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