

50094

RECORDING REQUESTED BY AND MAIL TO

NAME BILLY G. MANN

STREET 15314 SOUTH AVALON BOULEVARD

CITY COMPTON, CALIFORNIA 90220

Vol 178 Page 18157

COPY of Document Recorded

on SEP 23 1980

Recorded by RECEIVED

Office of the County Clerk

Public Administration

Compton, California

ANTENUPTIAL AGREEMENT

This Agreement made by and between BILLY G. MANN hereinafter referred to as "MANN" of the County of Los Angeles, State of California and PATRICIA LYNN SANDS hereinafter referred to as "SANDS" of the County of Los Angeles, State of California.

WITNESSETH:

The parties are contemplating marriage. In anticipation thereof, they desire to fix and determine by antenuptial agreement the rights and claims that will accrue to each of them in the estate and property of the other by reason of the marriage, and to accept the terms and provisions of this Agreement in lieu of and in full discharge, settlement and satisfaction of all such rights and claims.

NOW, THEREFORE, in consideration of the contemplated marriage between the parties and in further consideration of the mutal promises and agreements hereinafter set forth, the parties agree:

1. MANN has made to SANDS a full and complete disclosure of all property now owned by MANN, a list of said property is as follows:

Real property located in the County of Los Angeles, State of California commonly known as 15314 South Avalon Boulevard, City of Compton, County of Los Angeles, State of

80 SEP 23 AM 10 07

California (legal description on Exhibit A annexed hereto and incorporated herein by reference);

Approximately 170 acres of real property located in the County of Klamath, State of Oregon (legal description on Exhibit B attached hereto and incorporated herein by reference);

Approximately 92 acres of real property located in the County of Klamath, State of Oregon (legal description on Exhibit C attached hereto and incorporated herein by reference);

One hundred percent (100%) of the issued and outstanding shares of stock of Mann Aircraft Forming, Inc., a California corporation;

Farm equipment, including but not limited to hay harrow, hay bailer, hay swather, hay rake, John Deere Tractor and Ford Tractor;

Trailer;

Irrigation Equipment;

1979 Cadillac El Dorado;

1978 Ford Truck;

Household furniture and furnishings;

Personal effects;

Savings on deposit at U.S. Life Savings and Loan Association;

Checking account at Republic Bank; and

Savings on deposit at Republic Bank.

SANDS hereby acknowledges that MANN has fully and completely disclosed and acquainted her with his means and resources; that he has informed her in detail that his estimated net worth is in excess of One Million Four Hundred Thousand Dollars (\$1,400,000.00) and that he has a substantial income; that she has ascertained and weighed all the facts, conditions and circumstances likely to influence her judgment herein; that all matters embodied herein as well as all questions pertinent hereto have been fully and satisfactorily explained to her; that she has given due consideration to such matters and questions; that she clearly understands and consents to all the terms and provisions hereof; and that she is entering into this Agreement freely, voluntarily and with full knowledge.

SANDS has made to MANN a full and complete disclosure of all property owned by SANDS and her estimated net worth.

2. SANDS covenants and agrees that all property now owned by MANN of whatsoever nature and wheresoever located and any property which he may hereafter acquire, whether real, personal, or mixed, including but not limited to any earnings, salaries, commissions, or income resulting from his personal services, skills, and efforts, and all benefits therefrom and all increments thereto, shall be and remain his sole and separate property to use, dispose of, control and enjoy as he sees fit and as

if no marriage had been entered into.

SANDS hereby acknowledges that she voluntarily relinquishes all of her interest in such property of MANN if they should marry and understands that such earnings, salaries, commissions, or income of MANN after the marriage, which in the absence of this Agreement would be the community property of the parties, are to be and remain the sole and separate property of MANN.

MANN covenants and agrees that all property now owned by SANDS of whatsoever nature and wheresoever located and any property which she may hereafter acquire, whether real, personal, or mixed, including but not limited to any earnings, salaries, commissions, or income resulting from her personal services, skills, and efforts, and all benefits therefrom and all increments thereto, shall be and remain her sole and separate property to use, dispose of, control and enjoy as she sees fit and as if no marriage had been entered into.

MANN hereby acknowledges that he voluntarily relinquishes all of his interest in such property of SANDS if they should marry and understands that such earnings, salaries, commissions, or income of SANDS after the marriage, which in the absence of this Agreement would be the community property of the parties, are to be and remain the sole and separate property of SANDS.

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4. It is mutually agreed that each party waives, discharges, and releases any and all claims and rights, actual, inchoate, or contingent, in law and equity which he or she may acquire in the separate property of the other by reason of such marriage, including but not limited to:

- a. The right to a family allowance;
- b. The right to a probate homestead;
- c. The rights or claims of dower, curtesy,

or any statutory substitutes therefor as provided by the statutes of the state in which the parties or either of them may die domiciled or in which they may own real property;

- d. The right of election to take against the will of the other;

- e. The right to a distributive share in the estate of the other should he or she die intestate;

- f. The right to declare a homestead in the separate property of the other;

- g. The right to act as administrator of the estate of the other.

5. This Agreement is entered into in consideration of marriage, and its effectiveness is expressly conditioned upon such marriage between the parties actually taking place; and if, for any reason, this marriage is not consummated, this Agreement will be of no force or effect.

6. MANN is the father by a former marriage of a girl, SHERI MANN, born November 26, 1961.

7. Notwithstanding the terms and 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.

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

9. This Agreement shall enure to the benefit of and shall be binding upon the heirs, executors, administrators and assigns of the parties.

10. Both parties covenant and agree that they shall willingly, at the request of either party, or his or her successors or assigns, execute, deliver, and properly acknowledge whatever additional instruments that may be required to effectuate this Agreement, and shall execute, deliver, and properly acknowledge any deeds or other documents in order to effectuate this Agreement.


11. SANDS and MANN do hereby admit and acknowledge that each has been represented by independent counsel in the negotiation of this Agreement; that the counsel representing the parties was of their own choosing; and

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that the Agreement has been read by the parties and has been explained to them by such counsel as to its meaning and legal consequences.

12. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or undertakings, oral or otherwise, other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 12th day of September, 1980 in the County of Los Angeles, State of California.


BILLY G. MANN


PATRICIA LYNN SANDS

The undersigned hereby certifies that he is an attorney at law, duly licensed and admitted to practice in the State of California, that he has been employed by BILLY G. MANN a party to this Agreement, and that he has advised such party with respect to this Agreement and explained to him the meaning and legal effect of it; and that BILLY G. MANN has acknowledged his full and complete

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understanding of said Agreement and its legal consequences and has freely and voluntarily executed the Agreement in my presence.

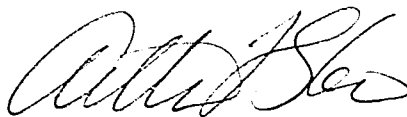
DATED: September 12, 1980



ALLAN BLOOM
Attorney for BILLY G. MANN

The undersigned hereby certifies that he is an attorney at law, duly licensed and admitted to practice in the State of California; that he has been employed by PATRICIA LYNN SANDS, a party to this Agreement, and that he has advised such party with respect to this Agreement, and explained to her the meaning and legal effect of it; and that PATRICIA LYNN SANDS has acknowledged her full and complete understanding of said Agreement and its legal consequences, and has freely and voluntarily executed the Agreement in my presence.

DATED: September 12, 1980



ARTHUR L. STEIN
Attorney for PATRICIA LYNN SANDS

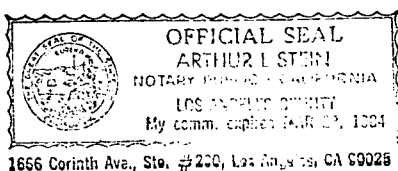
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STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On September 12, 1980 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared BILLY G. MANN, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



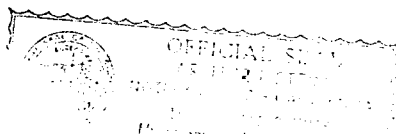
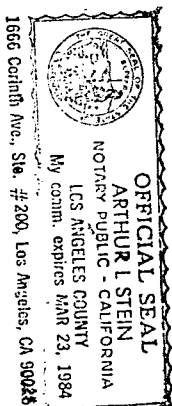
Arthur L. Stein
Notary Public

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

On September 12, 1980 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared PATRICIA LYNN SANDS, known to me to be the person whose name is subscribed to the within instrument and acknowledges that she executed the same.

WITNESS my hand and official seal.



Arthur L. Stein
Notary Public

STATE OF CALIFORNIA
County of Los Angeles

(General)

I, JOHN J. CORCORAN, County Clerk and Clerk of the Superior Court, State of California, County of Los Angeles, a Court of Record, having by law a seal, do hereby certify that *Arthur L. Stein*

whose name is subscribed to the attached acknowledgment, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit, a Notary Public in and for Los Angeles County, duly commissioned and sworn, with the principal place of business or employment in said County; and was, as such, an officer of said State, duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds and other instruments of writing to be recorded in said State, to take deposition and/or affidavits, and to administer oaths or affirmations, in any County in this State, and that full faith and credit are and ought to be given to his official acts; that the certificate of such officer is required to be under seal; that the impression of his official seal is not required by law to be on file in the office of the County Clerk; I further certify that I am well acquainted with his handwriting and verily believe that the signature to the attached document is his genuine signature, and further that the annexed instrument is executed and/or acknowledged according to the laws of the State of California.

Executed and the seal of said Superior Court affixed at
Los Angeles, California SEP 15 1980, 19

JOHN J. CORCORAN
County Clerk and Clerk of the Superior Court
of California, County of Los Angeles,

By *[Signature]* Deputy

EXHIBIT A

15314 South Avalon Boulevard Compton, California

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LOT 45 AND THE NORTHERLY 25 FEET OF LOT 46 OF TRACT 9728,
IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
AS PER MAP RECORDED IN BOOK 137 PAGES 43 AND 44 OF MAPS,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT B

18167

170 ACRES

DESCRIPTION

A tract of land situate in Section 33, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pipe in the fence line along the East 1/16th line of Section 33, Township 39 South, Range 9 East of the Willamette Meridian, from which the Northwest corner of Section 33, Township 39 South, Range 9 East of the Willamette Meridian, bears North 75° 10' 43" West, 4119.43 feet distant; thence along a fence line North 41° 10' West, 506.87 feet; thence South 89° 14' 20" West, 1796.60 feet; thence South 10° 50' West, 342.55 feet; thence South 0° 47' East 290.60 feet; thence South 89° 13' West 1292.76 feet; thence South 18° 59' East 640.20 feet; thence South 40° 11' East 387.80 feet; thence South 27° 58' 20" East, 704.35 feet; thence South 82° 57' 20" East, 831.95 feet; thence South 32° 08' 20" East 633.45 feet; thence South 70° 52' 40" East 384.80 feet; thence South 20° 04' 40" East 363.00 feet, more or less, to the South 1/16th line of said Section 33; thence along said South 1/16th line South 89° 48' 40" East, 1052.00 feet to the fence line along the East 1/16th line of said Section 33; thence North 0° 10' West along said fence line 2918.68 feet, more or less, to the point of beginning.

TOGETHER WITH the perpetual easement at two locations to be selected by grantees to install pumps in the U.S.R.S. C-4 and C4K Laterals and operate the same and conduct water therefrom over adjoining lands of grantors to the granted premises, disclosed by Deed recorded in Volume M74, page 9920, Microfilm Records of Klamath County, Oregon.

92 ACRES

The following described real property in Klamath County, Oregon:

Township 39 South, Range 10 East, Willamette Meridian

Section 20: A parcel of land situated in the ^{SW 1/4, NE 1/4} N $\frac{1}{2}$ of said Section said parcel consisting of the entire SW $\frac{1}{2}$ NE $\frac{1}{2}$, the entire SE $\frac{1}{2}$ NW $\frac{1}{2}$, and the part of the S $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$ described as follows:

Commencing at the Southwest corner of the NW $\frac{1}{4}$ of said section, thence

North 00°21'40" East along the West line of said section, 301.29 feet; thence

leaving said West line, North 89°56'43" East, 35.00 feet to the Easterly right-of-way line of the county road and the POINT OF BEGINNING of this description; thence

continuing North 89°56'43" East 1302.05 feet; thence

North 00°17'02" East along the West line of said SE $\frac{1}{2}$ NW $\frac{1}{2}$, 352.63 feet to the North line of said S $\frac{1}{2}$ SW $\frac{1}{2}$ NW $\frac{1}{2}$; thence

South 89°53'16" West along said North line, 1301.53 feet to the Easterly right-of-way line of the county road; thence

South 00°21'40" West along said right-of-way line, 361.35 feet to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 23rd day of September A.D., 19 80 at 10:07 o'clock A M., and duly recorded in Vol. 180 of Miscellaneous on Page 18157.

FEE \$42.00

WM. D. MILNE, County Clerk

By Berntha H. Hetsch Deputy