

1 THIS PRENUPTIAL AGREEMENT dated as of the last date set opposite signatures of the
2 parties hereto, between RICHARD A. TAKACS (hereinafter referred to as "RICHARD") and
3 SARAH M. DRIER (hereinafter referred to as "SARAH");
4

5 W I T N E S S E T H:
6

7 I
8

9 The parties stipulate and recite as follows:
10

11 A. Richard and Sarah intend to marry.
12

13 B. Richard and Sarah each own property, the full nature and approximate value of
14 that property having been previously disclosed by each to the other party by way of
15 discussions.
16

17 C. The parties to this Agreement have the intent and the desire to define the
18 respective rights of each in the property of the other after marriage.
19

20 D. The parties intend and desire that all property owned by either of them at the
21 time of their marriage and all property that may come to either of them from any source
22 during their marriage shall be their respective separate property, except as expressly
23 otherwise provided for herein.
24

25 E. Richard and Sarah desire to provide for the division of their respective
26 properties in the event that their prospective marriage shall later be dissolved.
27

28 F. Each party desires to release all marital property rights in the property owned
29 by the other party, which rights are the right of intestate succession if a spouse dies
30 intestate, the right to an elective share of an estate if a spouse dies testate, and
31 the right to support during the lifetime of a spouse or from the estate of a deceased
32 spouse.
33

34 II
35

36 For and in consideration of the marriage between Richard and Sarah, and mutual
37 covenants contained herein, the parties agree as follows:
38

39 A. In General: Each of Richard and Sarah do hereby waive and release in favor of
40 the other any and all rights, title and interest that each might otherwise acquire by
41 operation of law, upon solemnization of marriage, in and to the property of the other
42 or to the assets of the other upon the death of the other, and each expressly covenants
43 and agrees with the other, that he or she (as the case may be), will not assert any
44 claim, upon the death of the other, to any assets of such deceased spouse by reason of
45 the laws of intestate succession or by reason of any right to an elective share of the
46 estate of such deceased spouse.
47

48 B. Special Covenant Concerning Assets of Richard:
49

50 1. Richard's Assets: All property owned solely by Richard is set forth in
51 Exhibit "A". Richard shall keep and retain the sole ownership, control and
52 enjoyment of, and, during his lifetime, or by his Last Will and Testament, or
53 by other testamentary disposition, shall have the exclusive right to dispose of
54 any and all property, real, personal or mixed, which he now owns and all income
55 and profits therefrom which he may hereafter acquire or receive, as his own
56 absolute and separate property, without interference or claim thereon by Sarah,
57 and in like manner as if said marriage had not taken place.
58

59 2. No Claim by Sarah: Sarah agrees that if she shall survive Richard she
60 will not make, nor will her heirs, executors, administrators or assigns make any
61 claim to any distributive share or to any interest of any nature whatsoever in
62 or to any part of said estate of Richard of any kind or character to which she
63 as Richard's surviving widow might be or become entitled but for the execution
64 of this Agreement, so that all of the property of Richard's not effectually
65 disposed of by him during his life, or by testamentary disposition, shall devolve
66 in the same manner as if Sarah has predeceased him. This provision shall include,

but not be limited to, any claim for support or probate homestead.

3. Special Provisions for Sarah: Notwithstanding the foregoing, Richard covenants and agrees with Sarah that Richard will cause Sarah to be made a beneficiary on all life insurance policies presently obtained, or obtained in the future, by Richard and that he will keep the premiums for the same current. In addition, Richard covenants and agrees with Sarah that, in the event of the predecease of Richard before Sarah, he will provide in his Will that Sarah shall have the life time use of the residence on the real property of Richard.

C. Special Covenants Concerning Assets of Sarah:

1. Sarah's Assets: All property owned solely by Sarah is set forth in Exhibit "B". Sarah shall keep and retain the sole ownership, control and enjoyment of, and, during her life, or by her Last Will and Testament, or by other testamentary disposition, shall have the exclusive right to dispose of any and all property, real, personal or mixed, which she now owns and all income and profits therefrom which she may hereafter acquire or receive as he own absolute and separate property, without interference or claim thereon by Richard and in like manner as if said marriage had not taken place.

2. No Claim by Richard: Richard agrees that if he shall survive Sarah, he will not make, nor will his heirs, executors, administrators or assigns make any claim to any distributive share or to any interest of any nature whatsoever in or to any part of said estate of Sarah of any kind or character to which he as Sarah's surviving husband, might be or become entitled but for the execution of this Agreement, so that all of the property of Sarah not effectually disposed of by her during her life, or by testamentary disposition shall devolve in the same manner as if Richard had predeceased her. This provision shall include, but not be limited to, any claim for support or probate homestead.

3. Special Provisions for Richard: Notwithstanding the foregoing, Sarah covenants and agrees with Richard that Sarah will cause Richard to be made a beneficiary on all life insurance policies presently obtained, or obtained in the future, by Sarah and that she will keep the premiums for the same current.

D. Status of Property Acquired Before and After Marriage: All real and personal property either of the parties own at the time of their marriage and all real and personal property that may come to either of them from any source whatsoever during their marriage shall be their respective separate property.

E. Gifts Between the Parties and Joint Assets: Either Richard or Sarah may make gifts from one of them to the other or provide for the other by way of their respective Last Wills and Testaments, or by other testamentary disposition or by the creation of joint ownerships with right of survivorship or as tenants by the entirety, or by the creation of any trust or other agreement whereby property rights shall survive death and vest in the survivor.

F. Property Acquired in Both Names: Notwithstanding the foregoing, any and all real property and/or personal property held in the names of both Richard and Sarah, whether with right of survivorship, or as tenants by the entirety, or as tenants in common, shall be property subject to the marital rights of each party with the other.

G. Dissolution of the Marriage of the Parties: In the event that the marriage of the parties should be dissolved, the parties be divorced, or the parties be legally separated, it is hereby agreed by each of them that each party shall keep and hold as their own property all assets in the name of each party (including assets which were a gift from one to the other), free of any claim of the other, neither party shall be required to provide for the other by Will or other testamentary disposition, and that any joint assets shall become the property of Sarah and Richard. The foregoing shall constitute the full, final and complete property settlement between the parties, satisfy any support obligations, and be in lieu of and satisfy any right to any and all alimony payments.

H. Agreement Binding on Marriage of Parties: This Agreement shall become effective upon the solemnization of the marriage between the parties, and shall be null and void if the marriage fails to occur for any reason.

1 I. Execution of Other Documents: Richard and Sarah shall execute and delivery any
2 other instruments or documents, necessary or convenient, to give effect to the provisions
3 of this Agreement.

4 J. Amendment: This Agreement may be modified, amended, or rescinded at any time
5 after the solemnization of this marriage between the parties, but only by written agreement
6 between them.

7 K. Independent Representation: The parties to this Agreement have cause this
8 Agreement to be drawn by J. Anthony Giacomini of the firm of Giacomini, Jones & Associates.
9 In instructing said attorney to draft said documents, each of the parties has been
10 advised by said attorney to consult independent counsel and each of the parties hereby
11 declares that no conflict of interest has existed in the preparation of this document
12 by said attorney and that, to the extent that any might arise or have existed, each, for
13 himself or herself, waives such conflict advisely.

14 L. Construction and Interpretations:

15 1. Headings: The headings contained in this Agreement are for convenience
16 only and are not to be construed as part of this Agreement.

17 2. Construction: All words used herein in the singular number shall extend
18 to and include the plural. All words used in the plural number shall extend to
19 and include the singular. All words used in any gender shall extend to and include
20 all genders. This Agreement shall be construed as prepared by both parties.

21 3. Incorporation by Reference: All Exhibits attached hereto are incorporated
22 into this Agreement as though fully set forth at the place in this Agreement at
23 which reference to each such Exhibit is made.

24 WITNESS the hands of the parties hereto.

25 Date

26 Signature

27 Dec 11, 1980

28 Richard A. Takacs
29 Richard A. Takacs

30 Dec 11, 1980

31 Sarah M. Drier
32 Sarah M. Drier

33 STATE OF OREGON)

34) ss.

35 COUNTY OF KLAMATH)

36 On this 11 day of December, 1980, personally appeared RICHARD A.
37 TAKACS and acknowledged the foregoing instrument to be his voluntary act and deed.

38 Before me:

39 Eda Gilbert

40 Notary Public for Oregon

41 My Commission expires: 6/6/81

42 (SEAL)

1 STATE OF OREGON)
2) ss.
3 COUNTY OF KLAMATH)
4

5 On this 11 day of December, 19 80, personally appeared SARAH M.
6 DRIER and acknowledged the foregoing instrument to be her voluntary act and deed.
7

8 Before me:
9

10
11 Ela Gilbert
12

13 Notary Public for Oregon
14

15 My Commission expires: 8/1/81
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66

(SEAL)

RICHARD'S ASSETS

24369

The parties understand and agree that the following assets shall be Richard's assets subject to the Prenuptial Agreement to which this Exhibit "A" is attached:

Bank of America, Account No. 1911-671

First National Bank of Oregon, Merrill Branch, Account No. 198-2015030

Bank of America, Account No. 01916-01109

First National Bank of Oregon, Merrill Branch, Account No. 1980010054

Bank of America, Account No. 1912-1076

Bank of America, Account No. 0911-01128

Miscellaneous farm equipment and machinery reflected on 1980 depreciation schedule including, but not limited to, 1- 2470 Case Tractor and 1 - John Deere 7720 Combine.

1950 International Flatbed Truck

1977 Chrysler 2 door sedan

1953 Ford Flatbed truck

1950 Chevrolet Flatbed truck

Industrial Lease No. 161043 between Southern Pacific Transportation Company as lessor and Richard A. Takacs as lessee, affecting grain elevator site located at Merrill, Oregon, on railroad right of way in Section 12, Township 41 S., Range 41 S., Range 10 EWM, Klamath County, Oregon, including improvements.

The real property more particularly described in Exhibit "A-1" attached hereto

The following described real property situate in Klamath County, Oregon:

Township 41 South, Range 11 East of the Willamette Meridian

Section 15: Lots 4, 5, 10, 11, N $\frac{1}{2}$ N $\frac{1}{2}$ N $\frac{1}{2}$ of Lot 12, and N $\frac{1}{2}$ N $\frac{1}{2}$ N $\frac{1}{2}$ of Lot 13,
SAVING AND EXCEPTING therefrom any portion thereof lying within
the right of way of any canals, lateral, and/or roads.

Township 41 South, Range 9 East of the Willamette Meridian

Section 3: E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 2: SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ and Lots 9 and 10

ALSO; a portion of Lots 2, 3, 6, and 7 of Section 2 described as follows:
Commencing at the intersection of the township line marking the Northerly boundary
of the said Section 2, with the Southwesterly boundary of the right of way of the
Lower Lake County Road, as the same is now located and constructed; said point of
intersection being 241.9 feet, more or less, Westerly from the quarter section corner
on the Northerly boundary of said Section 2, and running thence Westerly along the
said township line 1103.5 feet, more or less, to its intersection with a line parallel
with and 50 feet distant at right angles Northeasterly from the center line of the
Klamath Drainage District Irrigation Canal as the same is now located and constructed;
thence following said parallel line South 47°07' East 1487 feet; thence South 49°51'
East 366.8 feet; thence South 54°52' East 120.5 feet; thence South 58°31' East 451.3
feet, to the true point of beginning of this description; thence South 58°31' East
continuing along said parallel line 527.6 feet; thence South 32°34' East 243.6 feet;
thence leaving said parallel line, North 51°38' East 434.1 feet, more or less, to a
point in the said line marking the Southwesterly boundary of the right of way of the
Lower Lake Market Road; thence North 38°22' West along said right of way boundary
737.7 feet; thence South 51°38' West 591.2 feet, more or less, to the said true point
of beginning of this description.

ALSO, a portion of Lots 6, 7, and 8 in Section 2 described as follows:
Beginning at a point on the Meander line of 1872 from which the iron pipe marking
the center one-quarter corner of Section 2, Twp. 41 S. R. 9 E.W.M. bears S. 41°39 $\frac{1}{2}$ '
W. 764.3 feet distant (said center one-quarter corner being S. 89°45 $\frac{1}{2}$ ' E. 2644.8
feet distant from U.S.G.L.O brass cap marking the West one-quarter corner of said
Section 2); thence N. 41°39 $\frac{1}{2}$ ' E. 345.9 feet to an iron pin on the southerly bank
of the Klamath Drainage District's North Canal; thence continuing N. 41°39 $\frac{1}{2}$ ' E.
59.8 feet to the centerline of the said North Canal as the same is presently located
and constructed over and across said Section 2; thence following said centerline of
said North Canal N. 58°31' W. 812.1 feet; thence N. 54°52' W. 124.3 feet; thence N.
49°51' W. 370.2 feet; thence N. 47°07' W. 674.8 feet to the intersection of said
centerline of said North Canal with the said Meander line of 1872; thence S. 41°01 $\frac{1}{2}$ '
E. along said Meander of 1872 a distance of 1983.7 feet, more or less, to the point
of beginning.

EXCEPTING therefrom any portion thereof conveyed to the Klamath Drainage District
of Klamath County, Oregon.

SARAH'S ASSETS

24371

The parties understand and agree that the following assets shall be Sarah's assets subject to the Prenuptial Agreement to which this Exhibit "B" is attached:

Klamath First Federal Savings & Loan Association, South Sixth Street Branch,
Account No. 1002-231

Western Bank, Shasta Plaza Branch, Account No. 48-007651-06

Western Bank, Shasta Plaza Branch, Account No. 48-311601-20

Western Bank, Shasta Plaza Branch, Account No. TCD 54906

Western Bank, Shasta Plaza Branch, Account No. TCD 54915

Western Bank, Shasta Plaza Branch, Account No. TCD 54917

Western Bank, Shasta Plaza Branch, Account No. 48-363156-20

Western Bank, Shasta Plaza Branch, Account No. 48-320392-20

Lot 5, Block 5, of Tract No. 1063 Third Addition to Valley View, Klamath
County, Oregon.

Lot 12, Block 71, Buena Vista, Klamath County, Oregon.

The real property more particularly described in Exhibit "B-1" attached hereto.

24372

That portion of the following described real property which is level and filled:

The following described real property situate in Klamath County, Oregon, to-wit:

PARCEL I:

Beginning at a point in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 8, Township 39 South, Range 9 East of the Willamette Meridian, which is North 0° 43' West 250 feet from the one quarter corner common to Section 7 and 8 of said Township and Range; thence East 305.3 feet to a point; thence North 265.18 feet, more or less, to the most Southerly corner of a parcel of land described in a deed filed in Deed Records of Klamath County, Oregon, Volume 181 at Page 175; thence North 45° 09' West 300 feet, more or less, to the Southeasterly right of way line of the Weed-Klamath Falls Highway, as the same is now located and constructed; thence South 44° 50' West along said right of way line 138 feet, more or less, to its intersection with the West line of Section 8, Township 39 South, Range 9 East of the Willamette Meridian; thence South 0° 43' East along said line, 379 feet, more or less, to the point of beginning, being a portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 8, Township 39 South, Range 9 East of the Willamette Meridian.

EXCEPTING THEREFROM:

A strip of land variable in width, lying on the Easterly side of the centerline of the Dalles-California Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 220+00, said station being 983.06 feet South and 109.10 feet East of the Northeast corner of said Section 7; thence South 28° 36' 30" West, 1172.92 feet; thence on an 11,459.16 foot radius curve left (the long chord of which bears South 24° 36' West) 1603.33 feet to Engineer's center line Station 247+76.26.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Easterly Side of Center Line
			285
225+00		234+00	285 in a straight line to 540
234+00		236+50	

Bearings are based upon the Oregon Co-ordinate System, South Zone.

PARCEL II

Beginning at a point on the East line of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, which point is North 0° 43' West 250 feet from the one quarter corner common to Sections 7 and 8 of said Township and Range; thence West 346 feet, more or less, to the Southeasterly right of way line of the Dalles-California Highway, as the same is now located and constructed; thence Northeasterly along said right of way line to its intersection with the East line of said Section 7; thence South 0° 43' East along said Section line to the point of beginning, being a portion of the SE $\frac{1}{4}$ EW $\frac{1}{4}$ of Section 7, Township 39 South, Range 9 East of the Willamette Meridian.

24373

EXCEPTING THEREFROM:

A strip of land variable in width lying on the Southeasterly side of the centerline of the Green Springs Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's centerline Station "GS" 457+16.22, said station being 13.78 feet South and 1361.82 feet West of the East quarter corner of said Section 7; thence on a spiral curve left (the long chord of which bears North 76° 06' East) 500 feet; thence on a 1909.86 foot radius curve left (the long chord of which bears North 62° 09' 30" East) 596.11 feet; thence on a spiral curve left (the long chord of which bears North 48° 13' East) 500 feet to Engineer's centerline Station "GS" 473+12.33 Back equals Station "GS" 473+27.70 Ahead; thence North 45° 43' East, 472.30 feet to Engineer's centerline Station "GS" 477+00.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Southeasterly Side of Centerline.
"GS" 465+00		"GS" 467+50	115
"GS" 467+50		"GS" 472+00	115 in a straight line to 70
"GS" 472+00		"GS" 473+75	70 in a straight line to 50
"GS" 473+75		"GS" 475+00	50

ALSO EXCEPTING THEREFROM:

A piece or parcel of land situate in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Beginning at an existing iron pipe on the East line of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, from which the quarter section corner common to Sections 7 and 8 of said Township and Range bears South 0° 43' East 250.0 feet distant, said point also being on the Southerly boundary of that parcel of land conveyed at page 52, of Volume 358, of the Klamath County Deed Records; thence West along the Southerly boundary of said parcel 97.85 feet distant to a 5/8 inch Iron Pin and the TRUE POINT OF BEGINNING of this description; thence continuing West 179.65 feet to a 5/8 inch Iron Pin in the easterly right of way line of the Weed-Klamath Falls Highway, as the same is presently located on the ground; thence North 20° 41' 20" West along said right of way line 45.9 feet to a 5/8 inch aluminum capped Iron Pin stamped O.S.H.D.; thence North 43° 18' 10" East along the Southeasterly right of way line of said Highway 180.0 feet to a 5/8 inch Iron Pin; thence South 22° 38' East 188.4 feet, more or less to the POINT OF BEGINNING.

Sarah Sakacs
3226 Naoma
Klamath Falls, Or.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the

17th day of December A.D., 1980 at 1:09 o'clock P.M., and duly recorded in

Vol. M80 of Deeds on Page 24365

Fee \$ 31.50

WM. D. MILNE, County Clerk
By *Bernetha H. Hetsch* deputy