

ANTENUPTIAL AGREEMENT

THIS AGREEMENT made and entered into in duplicate, by and between GERALDINE JOLLY, herein called the "First Party," and VERNON L. HACHLER, herein called the "Second Party,"

W I T N E S S E T H:

WHEREAS, First Party and Second Party contemplate their marriage, and

WHEREAS, First Party desires to keep her property, now owned or hereafter acquired, free from any claims that Second Party might otherwise acquire by reason of the marriage or by him surviving her as her widower, and

WHEREAS, Second Party desires to keep all his property, now owned or hereafter acquired, free from any claims that First Party might otherwise acquired by reason of the marriage or by her surviving him as his widow, and

WHEREAS, First Party desires and agrees to accept the following provisions in lieu of all marital rights either as wife, party to a dissolution of this marriage, widow, heir-at-law, next of kin or devisee upon the death of Second Party, and

WHEREAS, Second Party desires and agrees to accept the following provisions in lieu of all marital rights either as husband, party to a dissolution of this marriage, widower, heir-at-law, next of kin or devisee upon the death of First

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Party.

THEREFORE, in consideration of the premises, and for other good and valuable consideration, the parties agree as follows:

1. All property of every kind, nature and description, real, personal or mixed, wherever it may be found, belonging to the First Party, shall be and remain forever her property, and this shall include all interest, rents and profits that may from time to time accrue, or in any way result from an increase in value in such property or to be collected for the use of the same in any way.

2. All property of every kind, nature and description, real, personal or mixed, wherever it may be found, which belongs to the Second Party, shall be and remain forever his property, and this shall include all interest, rents and profits which may from time to time accrue, or result in any manner from an increase in value of such property, or be collected for the use of the properties in any way.

3. Each of the parties represent that he or she has property in her or his own name at this time, and enter into this Agreement voluntarily.

In consideration of the provisions herein, First Party hereby waives, discharges and releases any and all right, title or interest whatsoever which she may acquire in the property now owned or hereafter acquired, of Second Party at any time hereafter by reason of the marriage.

5. In consideration of the provisions herein Second Party hereby waives, discharges and releases any and all right, title or interest whatsoever which he may acquire in the property now owned or hereafter acquired, of First Party at any time hereafter by reason of the marriage.

6. Each party waives, discharges and releases any and all claims and rights that she or he may acquire by reason of the marriage:

- a. To share in the estate of the other party upon any dissolution of the marriage or the latter's death by way of dower, courtesy, widow's or widower's allowance, homestead, statutory allowance or distribution in intestacy; and
- b. To elect to take against the other party's last will and testament; and
- c. To act as personal representative of the other party's estate, and
- d. In the event of the dissolution of the marriage any jointly held property shall be divided and awarded to the parties in proportion to each party's contribution to the acquisition of such jointly held property.

7. Nothing hereby contained shall be deemed to constitute a waiver by either party of any devise or gift that may be made by the other, however, the parties acknowledge

that no representations or promises of any kind whatsoever have been made by either of them to the other with respect to any such devise or gift. For the purposes of this Agreement a gift shall be a gift so long as the parties have declared it for gift tax purposes in the year in which the gift was made.

8. The consideration for this Agreement is the mutual promises herein contained and the marriage about to be solemnized.

DATED this 20 day of August, 1981.

Geraldine Jolly
GERALDINE JOLLY - First Party

Vernon L. Hachler
VERNON L. HACHLER - Second Party

State of Oregon)
) ss.
County of Klamath)

August 20, 1981

PERSONALLY appeared the above named, GERALDINE JOLLY, and acknowledged the foregoing Antenuptial Agreement to be her voluntary act and deed. Before me:

Faye Wakenwerth
Notary Public for Oregon
My Commission expires 1-26-1982

STATE OF OREGON)
) ss.
County of Klamath)

August 20, 1981

PERSONALLY APPEARED the above named VERNON L. HACHLER and acknowledged the foregoing Antenuptial Agreement to be his voluntary act and deed. Before me.

Faye Wakenwerth
Notary Public for Oregon
My Commission expires 1-26-1982

STATE OF OREGON; COUNTY OF KLAMATH; ss.

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

24th day of August A.D., 1981 at 9:45 o'clock A M., and duly recorded in

Vol M81 of Miscellaneous on Page 5042.

Fee \$14.00

EVELYN BIGHN
DU JY CLARK
By Bernard H. Hetch deputy