

THIS AGREEMENT, made and entered into on this 24th day of August, 1983, by and between JAMES E.L. BRITTON, of the City of Klamath Falls, County of Klamath, State of Oregon, hereinafter called the party of the first part, and GAYLEEN L. KINNAN, of the City of Klamath Falls, County of Klamath, State of Oregon, hereinafter called the party of the second part;

W I T N E S S E T H :

WHEREAS, it is agreed by and between the parties hereto that a co-habitation exists between them, and

WHEREAS, each of the said parties is possessed of considerable property, both real and personal, in his or her own right; and

WHEREAS, it is the mutual desire of the parties that all property rights of each shall be, and be maintained, for the benefit of him, or her, and his or her heirs, legal representative, and assigns as though no co-habitation relationship ever existed between them;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES the parties agree and covenant each with the other, as follows, to-wit:

FIRST: Each of the parties hereto shall own the property, of whatsoever nature, kind and description now owned or hereafter owned by him or her, and shall have the exclusive use, control and benefit of the same, with the right to sell, convey, mortgage, pledge and otherwise deal with the same, as though, at all times hereinbefore or hereafter, there was no co-habitation between the parties hereto; that each may dispose of his or her said property by Will as though no relation had been had between them; provided, however, that if a bequest is made by Will to either party herein said party is not stopped from inheritance pursuant to said bequest; and each of the said parties does hereby disclaim and release to the other, or his or her heirs, legal representatives, assigns, legatees, and devisees all and every right, claim and estate, which she or her might, would or could have, hold or acquire in, to or upon all or any of the said property of the other by reason of said co-habitation, except as specifically provided for or to each other in a duly executed Will.

SECOND: And it is further expressly agreed and covenanted by and between the parties hereto that in order to facilitate the use, conveyance, transfer or encumbrance by either of his or her said property, the other shall duly execute any and all instruments whenever requested so to do, and wherein such execution is for the apparent purpose of relinquishing any right arising under the law by reason of their co-habitation; and this agreement may be specifically enforced by any court having jurisdiction upon the application of the said other party, his heirs, legal representatives, or assigns.

THIRD: It is agreed that each of said parties to this contract hereby agrees to waive, and does hereby waive, all and every right whatsoever which he or she might have or acquire by law by such co-habitation in any and all property of every kind and character, real, personal or mixed, now owned, previously owned or which may hereafter be acquired by the other party; it being understood and agreed that all of the property and property rights which each of these parties now has, or which each may hereafter acquire, shall pass to her or his heirs at law except as otherwise provided by Will, in precisely the same manner and with the same effect as though no co-habitation existed.

FOURTH: The term of this Contract shall be until nuptials are taken between the parties hereto or further agreements are entered into between the parties hereto; provided, however, that any such further agreements shall be on writing, duly executed by each of

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the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have affixed their signatures at Klamath Falls, Oregon, on the day and year last above written.

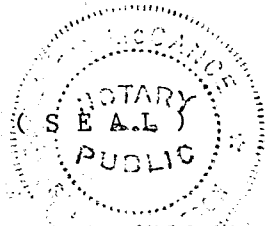
James E. L. Britton
JAMES E.L. BRITTON

Gayleen L. Kinnan
GAYLEEN L. KINNAN

STATE OF OREGON)
 : ss.
County of Klamath)

AUGUST 24, 1983.

Before me, the undersigned, appeared JAMES E.L. BRITTON and GAYLEEN L. KINNAN, known to me to be the individuals named above, and acknowledged the foregoing to be an instrument of their free and voluntary will.



Pam McAnce
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8-1-86

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record 10:20
this 16th day of Sept. A.D. 19 83 at 10 o'clock A.M.,
duly recorded in Vol. M 83 of Deeds on Page 16004
By EVELYN BIEHN, County Clerk
Pam McAnce

Fee: \$8.00

After recording:

G. Kinnan
2219 Laurel
Klamath Falls, OR 97601