

- A G R E E M E N T -

This AGREEMENT, made and entered into on this 15th day of August, 1986 by and between CARMELITA IGNACIO SLOAN, residing at 280 Henderson St., Apt. 10-L Jersey City, New Jersey, 07302, hereinafter referred to a PARTY OF THE FIRST PART, and ROBERT SLOAN, with postal address at ~~Box~~ Box 79, Harriman Route, Klamath Falls, Oregon, 97601, hereinafter known as PARTY OF THE SECOND PART,

WITNESSETH

WHEREAS, the parties hereto were duly married to each other on June 22, 1968 in New York City;

WHEREAS, the aforesaid marriage was dissolved as per divorce judgement in the 26th Judicial District District Court in and for Dallas County, Texas, dated February 25, 1980;

WHEREAS, support, alimony, maintenance and equitable distribution of the property of the marriage were not covered by aforesaid judgment because the same were not made issues in the divorce action;

*Sub*  
WHEREAS, it is the desire of the parties to enter into an agreement under which the issues of support, alimony, maintenance and equitable distribution and all other respective rights, remedies, privileges and obligations to each other, arising out of the marriage relation and the subsequent divorce aforesaid, shall be fully and completely prescribed and bounded thereby;

WHEREAS, the parties hereto have been fully, separately and independently appraised and advised of their respective legal rights, remedies, privileges and obligations, arising out of the marriage relation and the subsequent divorce as aforesaid, by counsel of their own choice and selection;

WHEREAS, the parties hereto each warrant and represent to the other that they, and each of them, fully understand all of the terms, covenants, conditions, provisions and obligations incumbent upon each of them by virtue of this Agreement to be performed or contemplated by each of them hereunder, and each believes the same to be fair, just, reasonable and to his or her respective individual best interests;

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereto mutually agree as follows:

1.) The marital properties of the parties located in the State of Oregon consisting of four (4) lots and more particularly described in the attached Transfer Deeds are hereby transferred to the PARTY OF THE SECOND PART as his sole and separate property;

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2.) All interests in the Life Insurance Policy covering the life of the PARTY OF THE SECOND PART are hereby transferred to the PARTY OF THE SECOND PART and he shall have the full freedom of changing his beneficiary/s or surrendering aforesaid policy with a cash surrender value of \$2,776.00 (Two Thousand Seven Hundred Seventy Six Dollars) more or less as of March 26, 1986. The aforesaid life insurance policy will be delivered by the PARTY OF THE FIRST PART to the PARTY OF THE SECOND PART by registered mail within 30 (thirty) days from the date of this Agreement;

3.) The PARTY OF THE SECOND PART shall have sole and exclusive ownership of the car (a Volkswagen) acquired during the marriage and which is presently in his possession;

4.) The marital interests in the property consisting of a house and lot located in 101 Hancock Avenue, Jersey City, New Jersey are hereby transferred to, and shall be considered exclusive property of, THE PARTY OF THE FIRST PART. Henceforth, the undivided one-half interest in the aforesaid property owned in common with the spouses Jose P. Reyes and Cynthia V. Reyes, shall be exclusively owned by the PARTY OF THE FIRST PART. The latter shall cause the record of changes of ownership with the banks and/or government agencies involved in the original transaction when the aforesaid property was purchased.

5.) The three(3) pieces of jewelry consisting of one (1) diamond ring and a pair of diamond earrings and more particularly described in the affidavit of Felicidad Ignacio, mother of the PARTY OF THE FIRST PART, from whom the pieces of jewelry were acquired, and which are now in the possession of the PARTY OF THE SECOND PART shall be the exclusive property of the PARTY OF THE FIRST PART. Upon the execution of this Agreement the PARTY OF THE SECOND PART shall cause the delivery of aforesaid pieces of jewelry to the PARTY OF THE FIRST PART by insured express courier not later than thirty (30) days from the date of this Agreement;

6.) The marital property located in the Township of Kaladar, in the County of Lennox and Addington in the Province of Ontario, Canada, shall remain in tenancy in common until such time that the same is sold to other than either of the parties and the proceeds of which shall be divided equally between both parties after paying the necessary expenses and appropriate taxes;

7.) The parties agree that all other properties now in the parties' respective possessions are theirs individually and exclusively. Likewise, all properties which will be acquired henceforth individually will remain as exclusive properties;

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8.) Any retirement or separation fees and pensions, which each of the parties hereto is or may later be entitled from their respective employers, shall pertain to the parties individually and exclusively;

9.) Subject to the provisions of this Agreement, each of the parties has remised, released, and forever discharged, and by these presents does for himself, or herself, and his or her heirs, legal representatives, executors, administrators, and assigns, remise, release and forever discharge the other of and from all cause or causes of action, claims, rights or demands whatsoever, in law or in equity, which either of the parties hereto ever has, or now has against the other;

10.) Each of the parties hereby forever waives, releases and relinquishes any and all rights or claim of any kind, character or nature whatsoever, which he or she may now have, or may hereafter acquire, under the present or future laws of any jurisdiction, to share in the estate of the other party upon the latter's death and to act as executor or administrator of the other party's estate. This provision is intended to, and shall constitute, a mutual waiver by the parties to take against each other's will. The parties intend, by the aforesaid waiver and release, to forever relinquish any and all rights in and each other's estate, including all statutory allowances of any kind under Sec. 5-31 of the Estates, Powers and Trusts Law of the State of New York, and all the rights of election presently provided for in Sec. 5-1.1 of said Law, or any prior, or subsequent similar provision of this or any other jurisdiction. Each of the parties hereto agrees to forever refrain from any action or proceeding which may tend to avoid or nullify to any extent or in any particular the terms of any such last will of the other;

11.) The PARTY OF THE FIRST PART and the PARTY OF THE SECOND PART shall, at any and all times, upon the request by the other party or her or his legal representatives, make, execute and deliver any and all other further instruments as may be necessary or desirable for the purpose of giving force and effect to the provisions of this Agreement, without further charge therefore;

12.) The parties hereto respectfully acknowledge that each has had independent legal advice by counsel of his or her own choice and selection; that each fully understands the facts and has been duly informed as to his or her legal rights and obligations; that having such advice and with such knowledge, each of them is signing this Agreement freely and voluntarily;

13.) Both the legal and practical effect of this Agreement in each and every respect, and the financial status of the parties, have been fully explained to both parties by their respective counsel, and they both acknowledge that it is a fair Agreement and is not the result of any fraud, duress, or undue influence exercised by either party upon the other, or by any other person or persons upon either;

14.) Neither this Agreement nor any provision thereof shall be amended be amended or modified, except by any Agreement in writing duly subscribed and acknowledged with the same formality as this Agreement. Any waiver by either party of any provision of this Agreement, or any right or option hereunder, shall not be deemed a continuing waiver and shall not prevent or stop such party from thereafter enforcing such provision, right or option, and the failure of either party to insist in any one or more instances upon the strict performance of any such term or provisions, but the same shall continue in force and effect;

15.) All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of New York;

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16.) In case any provision of this Agreement should be held to be contrary to or invalid under the laws of any country, state or other jurisdiction, such illegality or invalidity shall not affect in any way other provisions hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provisions are legal and valid;

17.) The parties intend this Agreement to constitute an equitable distribution of the marital property and intend that the terms hereof shall constitute an equitable distribution in the place and stead of an application of the New York Equitable Distribution Law.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

*Carmelita I. Sloan*  
CARMELITA IGNACIO SLOAN  
Party of the First Part

*Robert Sloan*  
ROBERT SLOAN  
Party of the Second Part

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## ACKNOWLEDGEMENT

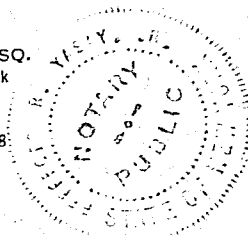
STATE OF NEW YORK }  
 COUNTY OF NEW YORK } s.s.

BEFORE ME, a Notary Public for and in the County of New York, this 15 day of August, 1986, personally came and appeared CARMELITA IGNACIO SLOAN, known to me and to me known to be the PARTY OF THE FIRST PART described in and who executed the foregoing Agreement, and she acknowledged to me that she executed the same freely and voluntarily.

This Agreement is composed of five(5) pages including this page on which this acknowledgement is written.

WITNESS MY HAND AND SEAL this 15th day of August, 1986, in the City of New York, New York.

*[Signature]*  
 PERFECTO R. YAGAY, JR., ESQ.  
 NOTARY PUBLIC, State of New York  
 No. 31-4710611  
 Qualified in New York County  
 Commission Expires June 30, 1988



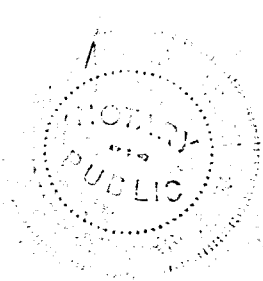
## ACKNOWLEDGEMENT

STATE OF OREGON )  
 ) s.s.

BEFORE ME, a Notary Public for and in the State of Oregon, County of Klamath, this 15th day of August, 1986, personally came and appeared ROBERT SLOAN, known to me and to me known to be the PARTY OF THE SECOND PART described in and who executed the foregoing Agreement, and he acknowledged to me that he executed the same freely and voluntarily.

This Agreement is composed of five(5) pages including this page on which this acknowledgement is written.

WITNESS MY HAND AND SEAL this 15 day of August, 1986, in the County of Klamath, State of Oregon.



*Peggy M. Danoo* com. #14912 529-90  
*Tamara S. Jordan*