38506

Vol.mg1 Page 25857

AGREEMENT

THIS AGREEMENT made this 5^{th} day of December, 1991 is by and between CHARLES PAULSON of 5428 Harlan Drive, Klamath Falls, Oregon 97603, hereinafter called "husband", and TAHSEEN PAULSON of 5428 Harlan Drive, Klamath Falls, Oregon 97603, hereinafter called "wife."

WITNESSETH:

WHEREAS, the parties hereto are husband and wife; and WHEREAS, husband and wife expect that wife will be receiving from wife's mother certain money in the approximate sum of \$180,000, which money is derived from wife's mother's beneficial interest in a certain trust; and

WHEREAS, husband may, in the future, inherit or otherwise receive a substantial gift or gifts from husband's family; and

WHEREAS, it is the desire of husband and wife that the funds which wife receives from wife's mother shall be and remain the sole and separate property of wife free and clear of any interests of husband; and that all property which husband receives by way of inheritance or otherwise from husband's family shall be and remain the sole and separate property of husband free and clear of any interests of wife.

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants herein expressed, the parties stipulate and recite that the moneys wife receives from wife's mother shall be and remain the sole and separate property of wife free and clear of all interests of husband; and husband hereby specifically AGREEMENT -1-

disclaims and waives any right to said property which husband may have or acquire during wife's lifetime or thereafter.

25858

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants herein expressed, the parties stipulate and recite that the moneys husband receives from husband's family shall be and remain the sole and separate property of husband free and clear of all interests of wife, and wife hereby specifically disclaims and waives any right to said property which wife may have or acquire during husband's lifetime or thereafter.

IT IS THE DESIRE AND INTENTION of husband and wife that any assets heretofore and hereafter acquired during their marriage through the joint efforts of the parties in the names of the parties jointly for the joint use and benefit of the parties shall be considered to be the joint property of the parties with rights of survivorship.

HUSBAND AND WIFE each desire to accord the other the absolute and unrestricted privilege and power to dispose of any and all property on death which may belong to him or her individually at such time. Husband clearly understands that if wife shall predecease him, his statutory interest in the estate of wife might be greatly in excess of the provision herein made for him. Husband hereby stipulates that he has been fully advised in the premises of this Agreement in its entirety by legal counsel of his own selection or has knowingly or voluntarily waived his right to the benefit of separate legal counsel. Wife AGREEMENT -2-

10-

clearly understands that if husband shall predecease her, her statutory interest in the estate of husband might be greatly in excess of the provision herein made for her. Wife hereby stipulates that she has been fully advised in the premises of this Agreement in its entirety by legal counsel of her own selection or has knowingly or voluntarily waived her right to the benefit of separate legal counsel.

25859

HUSBAND AND WIFE each forever waive, release and relinquish any right or claim of any kind, character and nature whatsoever that either may have or shall have in and to the sole and separate property of the other under any present or future law of the state of Oregon or of any other state or of the United States, except as otherwise specifically provided for in this Agreement or any subsequent agreement executed by husband and wife; and husband and wife each forever waive, release and relinquish any right or claim that either he or she now has or may have or shall have pursuant to any present or future law of the state of Oregon or of any other state or of the United States to elect to take in contravention of the terms of any last Will of the other, including any last Will now executed or which may be executed hereafter, or any disposition of property made by the other during his or her lifetime or otherwise.

EACH of the parties shall refrain from any action or proceeding that may tend to avoid or nullify to any extent or in any particular the terms of any such last Will of the other with respect to either parties' sole and separate property. AGREEMENT -3EACH of the parties shall cooperate fully in executing, acknowledging, delivering and recording any instruments required to accomplish the intent of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Klamath Falls, Oregon on the date first above written.

Charles Paulson, Husband

Tahseen Paulson, Wife

STATE OF OREGON, County of Klamath) ss.

Before me this $\underline{\langle c}^{p}$ day of December, 1991, personally appeared the above-named Charles Paulson and acknowledged the foregoing instrument to be his voluntary act and deed.



Notary Puplic for Oregon 7.4-43 My Commission Expires:

STATE OF OREGON, County of Klamath) ss.

Before me this 5^{th} day of December, 1991, personally appeared the above-named Tahseen Paulson and acknowledged the foregoing instrument to be her voluntary act and deed.

Notary Public for Oregon My Commission Expires: 1/22/93

AGREEMENT -

STATE OF OREGON, County of Klama	
Filed for record at the req of December, 1991 at 12:12 Volume M 91 on Page 25857 County, OregonMiscellaneous.	uest of Michael L. Brant this <u>llth</u> day o'clock <u>P.m.</u> , and duly recorded in of the Official Records of Klamath
AFTER RECORDING, RETURN TO: MICHAEL L. BRAINT ATTORNEY AT LAW	EVELYN BIEHN, County Clerk
325 MAIN STREET 71 MATH FALLS, OR 97601 Fee \$20.00	By: Dauline Wellendare Deputy