

WHEN RECORDED MAIL TO
USAN CROCKER
P.O. 1931
Zephyr Cove, NV 89448

Escrow No. 202266VM

AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of October 1987, by and between SUSAN C. CROCKER hereinafter referred to as "Wife", and DAVID A. CROCKER, hereinafter referred to as "Husband", both of Douglas County, Nevada.

WITNESSETH:

WHEREAS, the parties are Husband and Wife and certain differences having arisen between them, the Wife and Husband desires to live separate and apart from each other and have lived separately and apart from each other since February, 1985, said separation is on an amiable basis and will continue until a mutually beneficial divorce arrangement can be reached.

NOW, THEREFORE, in consideration of the premises and agreements hereinafter contained, it is hereby covenanted and agreed by and between the parties as follow:

1. Husband is a licensed Nevada Real Estate Broker, it has been agreed that he will maintain and administer all currently held joint properties in order to maximize return on investment.

2. It shall be lawful for each of the parties hereto and at all times hereinafter, to live separate and apart from each other. Each party hereto may carry on such trade, business or profession as each may from time to time choose, and all income and receipts therefrom shall be the separate property of each and not subject to the claims or demands of the other in any way.

3. The parties agree that each shall own the personal property described as follow:

(a) Wife shall own the following items of personal property:

- (1) All items of personal property in her possession as of the date of this agreement
- (2) Her retirement funds at her place of employment
- (3) Her life insurance policies.

(b) Husband shall own the following items of personal property:

- (1) His retirement funds at his place of employment; and
- (2) All items of personal property in his possession as of the date of this agreement.
- (3) His life insurance policies.

So far as this personal property is concerned, the within instrument shall be deemed to be a bill of sale conveying and transferring as between the parties the said property to be owned by each of them, respectively.

(4) The parties shall have the joint legal care, custody and control of the minor children.

(a) Physical custody at this time:

1. Kasie Lynn Crocker, daughter, with wife.
2. Gary David Crocker, son, with husband.

(b) Physical custody arrangement may be altered at any time to accomodate convenience to ALL concerned.

5. Except as is otherwise provided in this agreement, and to that extent only, it is further agreed as follows:

(a) Husband hereby covenants and agrees to and does hereby release and surrender any and all rights, claims, interests, demands or privileges to which he is now or may hereafter be entitled by virtue of the marriage relationship of the parties hereto, or otherwise, in or to any property which wife may acquire, possess, enjoy, convey, devise, and bequeath the same with the same effect as if she were and had always been a single woman. Husband hereby agrees that the income of Wife, and any proceeds from the investment or reinvestment of Wife's proerty, and the income thereof and any other income of Wife's and any other property acquired by Wife shall be and become and remain the separate income and property of Wife.

(b) Wife hereby covenants and agrees to and does hereby release and surrender any and all rights, claims, interest, demands or privileges to which she is now or may hereafter be entitled by virtue of the marriage relationship of the parties hereto, or otherwise, in or to any property which Husband now owns or may hereafter acquire, to the end that Husband may acquire, possess, enjoy, convey, devise and bequeath the same with the same effect as if he were and had always been a single man. Wife hereby agrees that Husband's property, and the income thereof and any other income of Husband and other property

acquired by Husband, shall be and become and remain the separate property and income of Husband.

(c) Each of the parties hereto does hereby waive, relinquish, surrender and release, for himself or herself, all the rights which he or she now has or may or might have as Husband and Wife, or former Husband and Wife, in or with respect to any property (which either party now owns or is possessed of, or receive in any manner whatsoever) of the other during the lifetime of said parties, or at the death of either party hereto, and neither of said parties shall at any time make any claim of any kind upon the property of the other. At the death of either party hereto, it is agreed that the survivor will not claim, and such survivor hereby waives, relinquishes, abandons, surrenders and releases for himself or herself and his or her heirs, executors, administrators, personal representatives and assigns, any claim to any party by Will or otherwise, free from any claim of the other party and any property of such party not disposed of by Will shall descend to the heirs of such party without any claim thereto by the other party. Furthermore, each party hereto hereby waives, releases and relinquishes the right to administer upon and act as administrator or administratrix of, or to nominate an administrator or administratrix of the estate of the other in the event of the death of either party. Each of the parties hereby expressly waives all right of election to take against any Last Will and Testament of the other in the event of the death of either party; and each of the parties hereby

expressly waives the issuance and service of any citation or other notice for the probate of the Last Will and Testament or any other testamentary documents of the other and all rights, title and interest of any kind and nature in and to the estate of the other. It is understood and agreed, however, that the foregoing provisions in this paragraph shall not prevent either party hereafter from making such disposition of his or her property by Will so as to include the other party as a beneficiary thereunder, if he or she should so decide, and the foregoing paragraph shall not be deemed a waiver of right as beneficiary if he or she shall be so named in any such Will which may be made. Similarly, the foregoing paragraph shall not preclude either party from being the beneficiary of a life insurance policy if either party hereto shall name the other as such beneficiary.

6. It is agreed that any decree of divorce which may be entered by the court shall incorporate by reference this entire Agreement, but it shall survive as an independent agreement.

7. This Agreement and the property settlement provided for herein are expressly accepted by each party in full satisfaction and settlement and in lieu of any and all claims and demands including support, maintenance, alimony and costs. It is also in full settlement of any and all claims to any part of any separate or other property of either party and in full

satisfaction, settlement and discharge of all claims and demands of whatsoever character and however arising against either party.

8. Anything herein in this Agreement to the contrary notwithstanding, neither of said parties shall be deemed hereto to waive any cause of action for divorce against the other.

9. This Agreement contains all of the agreements between the parties and all other agreements and arrangements of the parties are merged into this Agreement. This Agreement is entered into upon the independent advice of counsel representing each of the parties respectively.

10. This Agreement shall bind the heirs, executor, administrators and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Susan C. Crocker
SUSAN C. CROCKER


David A. Crocker
DAVID A. CROCKER

STATE OF NEVADA)
COUNTY OF WASHOE) SS.

On this 10th day of October, 1987, personally appeared before me, a Notary Public, SUSAN C. CROCKER, who acknowledged to me that she executed the foregoing instrument for the uses and purposes therein stated.


Carol B. Whiteaker
NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF WASHOE) SS.


CAROL B. WHITEAKER
Notary Public - State of Nevada
Appointment Recorded In Washoe County
MY APPOINTMENT EXPIRES JULY 19, 1991

On this 10th day of October, 1987, personally appeared before me, a Notary Public, DAVID A. CROCKER, who acknowledged to me that she executed the foregoing instrument for the uses and purposes therein stated.

Carol B. Whiteaker
NOTARY PUBLIC


CAROL B. WHITEAKER
Notary Public - State of Nevada
Appointment Recorded In Washoe County
MY APPOINTMENT EXPIRES JULY 19, 1991

COPY

REQUESTED BY
FIRST NEVADA TITLE COMPANY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU
RECORDER

\$ 10⁰⁰ PAID *Bh* DEPUTY

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RECORDED

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