

AGREEMENT IN CONTEMPLATION OF MARRIAGE

This agreement is made by and between HAZEL M. DYER of Albuquerque, New Mexico, and DELBERT V. HAMILTON of Albuquerque, New Mexico, in contemplation and consideration of their forthcoming marriage.

WHEREAS, the parties to this agreement intend and desire to define that property which each party brings to the marriage, to the end that such property will be designated and set apart as the separate property of the respective parties;

WHEREAS, both parties to this agreement have made to each other a full and complete disclosure of the nature, extent and probable value of all their property, estate and expectancy;

The parties do hereby stipulate and agree as follows:

The following described property, real and personal, and the income and property derived therefrom, is and shall remain the separate property of HAZEL M. DYER: All that property described in Schedule "A" attached hereto and made a part of this Agreement for all purposes.

The following described property, real and personal, and the income and property derived therefrom, is and shall remain the separate property of DELBERT V. HAMILTON: All that property described in Schedule "B", attached hereto and made a part of this Agreement for all purposes.

Each of the parties agree that any debt contracted for or incurred by either party prior to their marriage shall be and shall remain the separate debt of the owing party. Any expenses contracted for or incurred in the acquisition, administration or management of either party's separate property, including any taxes levied on or incurred by reason of said separate property shall be and remain the separate obligation of the owing party.

Notwithstanding the intent and desire of the parties to retain wholly separate character to their respective property and the rents and revenues therefrom, the parties acknowledge that the Internal Revenue Code and Regulations thereunder and such similar codes and regulations of the several states and foreign nations in certain instances provide, or may provide in the future savings in taxes for married couples filing joint returns. If such is the case, the parties agree that filing such returns and pooling their respective income and deductions shall be, in no way, a



Registered
Audited
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waiver of any provisions of this agreement.

In the event the parties' marriage is dissolved by divorce or annulment by any court, however located, each party is to retain his or her separate estate as his or her separate property following the dissolution. All community property is to be divided equally between the parties according to its value. To effectuate this provisions, Future Husband and Future Wife relinquish and disclaim any right they may have to seek a division of their property other than in accordance with this paragraph, and agree to indemnify the other for the value of any property that may be awarded by a court in excess of the value that would result if division were in accordance with this paragraph.

The parties agree that any property held in the individual name of either party to this Agreement shall be presumed to be the separate property of that party and that any property inadvertently excluded from the schedules attached hereto shall be the separate property of the party to whom it belongs.

Each party to this Agreement acknowledges and declares that he or she, respectively:

1. is fully and completely informed as to the facts relating to the subject matter of this Agreement and as to the rights and liabilities of both parties;
2. enters into this Agreement voluntarily;
3. has given careful and mature thought to the making of this Agreement;
4. has carefully read each provision of this Agreement; and
5. fully and completely understands each provision of this Agreement, both as to the subject matter and legal effect.

Both parties to this Agreement covenant and agree that they shall willingly, at the request of the other party, or his or her successors or assigns, execute, deliver and properly acknowledge whatsoever additional instruments may be required to carry out the intention of this Agreement, and shall execute, deliver and properly acknowledge any deeds or other documents in order to effectuate this Agreement.

If either party shall bring an action or other proceeding to enforce this Agreement, or to enforce any judgment, decree or order made by a court in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other necessary costs from the

other party.

This Agreement is entered into in consideration of marriage, and its effectiveness is expressly conditioned on such marriage; if, for any reason, the marriage does not take place, the agreement will be of no force or effect.


DATED this 9th day of November, 1983.

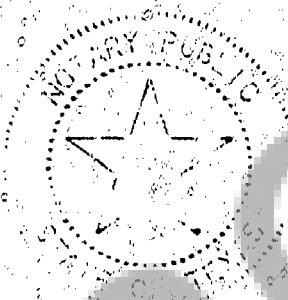

Hazel M. Dyer

Delbert V. Hamilton

THE STATE OF TEXAS
COUNTY OF BAILEY

This instrument was acknowledged before me on the 9th day of November, 1983, by HAZEL M. DYER and DELBERT V. HAMILTON.


Notary Public, State of Texas
My Commission Expires: 10/22/85
Printed Name of Notary: Linda Guelker



BOARD OF COUNTY COMMISSIONERS
MARRIAGE APPLICATION

SCHEDULE A

1. Real property located in Bailey County, Texas, and more particularly described as follows, to-wit:
All of Lot Number One (1) and Two (2), Block Number One (1), Ashford & Baker Subdivision to the Town of Muleshoe, Bailey County, Texas, as shown by Subdivision Plat recorded in Volume 64, Page 357-8, Deed Records of Bailey County, Texas; together with improvements thereon.
2. Real property located in Hale County, Texas and more particularly described as follows, to-wit:
An undivided one-half ($\frac{1}{2}$) interest in all of the Northwest Quarter (NW/4) of Section Three (3), Block K-3, as per the map or plat thereof duly recorded in the Deed Records of Hale County, Texas, containing 160 acres of land, more or less.
3. All interest in Owl Investments, an Idaho partnership composed of Montie C. Ralstin, Frank Shaffner, Dennis Shaffner and the Estate of Roy C. Dyer.
4. A 1980 Lincoln automobile bearing identification number OY81G61410371C.
5. A 1979 Overland Senior Executive Trailer House bearing identification number AB2446.
6. Certificate of Deposit number 0005605 with the First National Bank of Muleshoe, Texas.
7. Certificate of Deposit number 0097451 with the First National Bank of Muleshoe, Texas.
8. Money Market Account number 24-186-5 with the First National Bank of Muleshoe, Texas.
9. Savings Account number 40-11757-4 with the Sun West Bank of Albuquerque, New Mexico.
10. Certificate of Deposit number 0136 with the Sun West Bank of Albuquerque, New Mexico.
11. Money Market Account number 0135 with the Sun West Bank of Albuquerque, New Mexico.
12. All personal effects, including but not limited to clothing and jewelry.

SCHEDULE B

1. Real property located in Skamania County, Washington and more particularly described as follows, to-wit:

Lots Nine (9), Block Nine (9), Plat of Relocated North Bonneville recorded in Book B of Plats, Page 16, under Skamania County File No. 83466 also recorded in Book B of Plats, Page 32, under Skamania County File No. 84429, Records of Skamania County, Washington.

2. A 1972 Governor Trailer House bearing identification number AN252122K2334.
3. A 1974 Star Travel Trailer bearing identification number 82117102A462464.
4. A 1976 Dodge Van bearing identification number 81023202A051720.
5. A 1974 Toyota Corona automobile bearing identification number 81074402A327213.
6. All personal effects, including but not limited to clothing and jewelry.

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DAILY RECORDINGS
BOARD OF COUNTY COMMISSIONERS
MARRIAGE APPLICATION