

File No. 28165.

CHARLENE S. RAND)

with)

-AGREEMENT-

DAN F. RAND.)

Dated: August 20, 1946.

THIS MEMORANDUM OF AGREEMENT, made and entered into this 19th day of August, 1946, by and between CHARLENE S. RAND, party of the first part, hereinafter called the "Wife"; and DAN F. RAND, party of the second part, hereinafter called the "Husband",

W I T N E S S E T H:

WHEREAS, the parties hereto are Husband and Wife, and are living separate and apart, and

WHEREAS, grievous differences have arisen between the parties hereto, making it advisable for both parties to forever determine and settle by this agreement all of their respective rights and claims arising out of their marital status, each against the other,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, it is covenanted and agreed by and between the parties hereto as follows, to-wit:

I. That all of the community property belonging to the parties hereto consisting of ranching property and livestock shall be and become the sole and separate property of said Wife, party of the first part, and that said Husband is executing in connection herewith an Deed and Bill of Sale conveying all of said property to said Wife as her sole and separate property.

That all other property that said Wife shall hereafter acquire from any source whatsoever shall be and continue to be her sole and separate property, including any and all increase, substitutions and additions to the livestock this day conveyed to her and that said property shall be free and clear from any and all claims, whether past, present, or future, of said Second Party.

II. That in consideration of the conveyance and transfer hereinbefore mentioned, each party hereto hereby specifically waives and relinquishes to the other party all right or claim each might have against the other for support or maintenance, together with all claims of any nature, whatsoever that each may have against the other, as provided herein, and also all right of inheritance from each other, including claims to the assets of each other as the surviving Husband or Wife.

III. Any and all property, real, personal or mixed, hereafter acquired by either party hereto, shall be the separate property of the party acquiring the same, free and clear from any claim of the other party, except as herein provided.

IV. That it is further agreed and understood that said Wife shall have the sole care and custody of the minor children of the parties hereto, to-wit: MARY DANELL RAND, of the age of three and one-half years, or thereabouts; CLAIRE SUSSANE RAND, of the age of two years, or thereabouts; and JOHN DANIEL RAND, of the age of ten months, or thereabouts, and that said Husband shall have the right of visitation at any and all reasonable times.

V. The terms and provisions of the agreement may be incorporated in and made a part of any judgment of divorce which may hereafter be secured by either party, but the terms and provisions of this agreement are in no way dependent upon the securing of the or a divorce by either party.

VI. Each party agrees to pay all debts heretofore or hereafter contracted personally, and the party so contracting such debts agrees to render the other party harmless from any liability for the payment of same, except as elsewhere in this agreement otherwise provided.

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

Charlene S. Rand
Wife
Dan F. Rand
Husband

STATE OF NEVADA,)
) ss.
COUNTY OF ELKO.)

On this 20th day of August, 1946, personally appeared before me, a Notary Public in and for said County and State, CHARLENE S. RAND, known to me to be the person described in and who executed the foregoing instrument as First Party; who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.

Milton J. Reinhart
- Notary Public -

(Notarial Seal)
My Commission Expires: 9/11/47

STATE OF NEVADA,)
) ss.
COUNTY OF ELKO.)

On this 20th day of August, 1946, personally appeared before me, a Notary Public in and for said County and State, DAN F. RAND, known to me to be the person described in and who executed the foregoing instrument as Second Party; who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above written.

Verla McFarlane

- Notary Public -

My Commission Expires:

Recorded at the request of Floyd Slagowski Nov. 28 A.D. 1949 At 45 minutes past 1 P.M.

Peter Merialdo--Recorder.