

**MEMORANDUM OF PROPERTY AGREEMENT**  
**Between Husband and Wife**

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

This MEMORANDUM OF PROPERTY AGREEMENT, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (herein "husband") and \_\_\_\_\_ (herein "wife");

WITNESSETH:

WHEREAS the parties were duly married on \_\_\_\_\_, \_\_\_\_\_;

AND WHEREAS the parties have heretofore entered into an agreement with regard to certain properties owned by them either separately or together and wish to record a memorandum of their agreement as to the disposition of certain properties, pursuant to North Carolina General Statutes Sections 52-10, 29-30 and any other provisions affecting rights of spouses to property of the other, said properties being more particularly described as follows:

[HEREIN RECITE THE ACTUAL LEGAL DESCRIPTION OF THE PROPERTY IN WHICH ALL MARITAL RIGHTS ARE BEING WAIVED.]

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Waiver. With regard to the property above described,  
*[HEREIN RECITE VERBATIM THE SPECIFIC RIGHTS AND PROVISIONS WAIVED, WHICH MAY INCLUDE PROVISIONS SUCH AS: \_\_\_\_\_ [PARTY WAIVING], by execution of this agreement, hereby waives, releases and quitclaims forever unto the [OTHER PARTY] (1) any and all right to share in the estate of the Grantee upon the Grantee's death as provided in N.C.G.S. 29-14, or pursuant to a Last Will and Testament or codicil thereto of the Grantee, (2) all and every right to elect to take a life estate in said real estate pursuant to N.C.G.S. 29-30 upon the death of the Grantee, (3) all and every right to an elective share in the estate of the Grantee pursuant to N.C.G.S. 30-3.1 et seq, (4) any and all rights arising out of any action for equitable distribution under N.C.G.S. 50-20, (5) any and all rights arising from application of the community property laws of any state, and (6) any and all other rights and interests in said real estate which the Grantor now has or may hereafter have or acquire arising out of or accruing to said Grantor by reason of past, current or future marital relationship between said parties.]*

[PARTY WAIVING] agrees that the [OTHER PARTY] may hereafter hold, acquire and dispose of the above described real property, as though free and unmarried, without the consent or joinder of the other party.

Each agrees that this agreement is executed voluntarily, after fair and reasonable disclosure of the property and financial obligations, both real and personal, of each to the other.

2. Reliance. All third parties shall be forever held harmless from any liability for any breach of this Agreement by the parties hereto and such third parties shall be entitled to rely upon the releases, waivers and authority granted herein and the actions taken pursuant hereto *prior to* recordation or filing in the county in which land affected is located of (a) a rescission hereof signed by both parties hereto in the office of the Register of Deeds, or (b) a judgment rescinding or modifying this agreement in the office of the Clerk of Superior Court, which judgment constitutes a rescission or modification hereof.

IN WITNESS WHEREOF, the parties hereto and their attorneys have hereunto set their respective hand(s) and seal(s), the day and year first above written.

\_\_\_\_\_(SEAL)  
Husband

Represented by:

\_\_\_\_\_  
Attorney

\_\_\_\_\_(SEAL)  
Wife

Represented by:

\_\_\_\_\_  
Attorney

State of \_\_\_\_\_  
County of \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_ [insert name(s) of principal(s)].

Date: \_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Notary's Printed or Typed Name

(Official/Notarial Seal) My commission expires: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_ [insert name(s) of principal(s)].

Date: \_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Notary's Printed or Typed Name

(Official/Notarial Seal) My commission expires: \_\_\_\_\_