

and the Wife does accept this lump sum payment as a full release and relinquishment of any right or claim to alimony.

7. There is currently in the name of the Husband one 1974 Oldsmobile. The Husband shall, upon the execution of this Agreement, execute a transfer of title placing exclusive ownership of said vehicle in the name of the Wife to be hers absolutely. There is currently in the name of the Wife one 1969 Chevrolet, and the Wife shall, upon the execution of this Agreement, execute a transfer of title placing exclusive ownership of said vehicle in the name of the Husband, to be his absolutely. Thereafter, the Husband and Wife shall each be responsible for maintaining insurance on each such vehicle as each may deem advisable.

8. The parties have already heretofore worked out a division among themselves of all personal property, and each has taken delivery of his or her own property, and there is no other property to be divided. That property which each now has shall be his or hers absolutely, free of any claim or right of the other with full power to dispose of the same.

9. Both the legal and practical effect of this Agreement in each and every respect and the financial status of the parties have been fully explained to both parties, and they both acknowledge that it is a fair Agreement and that it is not the result of any fraud, duress or undue influence exercised by either party upon the other or by any other person or persons upon either.

10. Neither this Agreement nor any provision hereof shall be amended, or modified or deemed amended or modified except by an Agreement in writing duly subscribed and acknowledged with the same formality as this Agreement. Any waiver by either party of any provision of this Agreement or any right or operation hereunder shall not be controlling, nor shall it prevent or stop such party from thereafter enforcing such provision, right or option, and the failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any term or provision, but the same shall continue in full force and effect.

11. All matters affecting the interpretation of this Agreement and the rights of the

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