

Marital Rights Provision Deed between Spouses

This conveyance is made pursuant to N.C.G.S. 39-13.3, N.C.G.S. 52-10 and N.C.G.S. 52-10.1 in order to vest title to the within described property solely in the Grantee herein, free and clear of any right, title and interest of the Grantor herein. (For purposes of this provision, the "Grantor" shall mean any Grantor other than the individual Grantee spouse in whom title is to remain vested herein). This conveyance is made after fair and reasonable disclosure of the property and financial obligations, both real and personal, of each spouse to the other, as between Grantee and Grantee's spouse Grantor.

For this purpose and with regard to the property and any interests and rights described herein or related thereto, by execution of this deed, the Grantor hereby waives, releases and quitclaims forever unto the Grantee (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 with the Grantee.

[NOTE TO DRAFTER: DEED MUST BE SIGNED BY BOTH SPOUSES, ACKNOWLEDGED BEFORE A NOTARY BY BOTH AND RECORDED, IN ORDER TO COMPLY WITH THE "AGREEMENT" PROVISIONS OF G.S. 52-10 OR G.S. 52-10.1, AS THE CASE MAY BE.]