

Postnuptial property agreement

POSTNUPTIAL AGREEMENT

BETWEEN

Patty Plaintiff

- and -

Danny Defendant

Dated:

W I T N E S S E T H:

This agreement is made in the City of East Brunswick, County of Middlesex, State of New Jersey, between Danny Defendant, and Patty Plaintiff, who have been husband and wife since the date of their marriage on January 1, 2000. The above-named parties reside at 10 Maple Street, East Brunswick, NJ.

This agreement is made for the purpose of clarifying and establishing their respective property interests, without the intent of either party to obtain a divorce or legal separation.

1. Status of Parties: A marriage has been solemnized between the parties on _____, in the City of _____, Middlesex County, State of New Jersey.

2. Conveyance: In consideration of the waiver by the wife Patty Plaintiff of all of her marital rights in and to the real and personal property of Danny Defendant, as more fully set out below, and in further consideration of the waiver by Patty Plaintiff of her rights to elect to take against the wife of Danny Defendant, Danny Defendant does hereby grant and convey in fee simple absolute to Patty Plaintiff the following real property:

*10 Long Beach Blvd.
Long Beach Island, NJ 08008*

3. Waiver of Marital Rights in Personality. In consideration of the convey of real property as set forth in this agreement, the wife Patty Plaintiff hereby waives all of her rights, title, and interest which may be vested in her by virtue of the marriage with Danny Defendant as his surviving spouse, in and to all personal property which is now owned by him or of which he shall become possessed.

4. Waiver of Marital Rights in Personalty: In consideration of the conveyance of real property as set forth in this agreement, Patty Plaintiff hereby waives all of her rights, title, and interest which may be vested in her by virtue of the marriage with Danny Defendant, as his surviving spouse, in and to all personal property which is now owned by him or of which he shall become possessed.

5. Waiver of Election to Take Against Husband's Will: In further consideration of the conveyance of real property in this agreement, Patty Plaintiff hereby forever waives, releases, and relinquishes any right or claim of any kind which she may have to the state, property, assets, or other effects of Danny Defendant under any present or future law of the State of New Jersey or of any other state or of the United States, and Patty Plaintiff hereby waives, releases, and relinquishes any right or claim which she now has or may have, to elect to take against the wife of Danny Defendant or pursuant to any present or future law of the State of New Jersey, or of any state or of the United States to elect to take in contravention of the terms of any last will of Danny Defendant, including any last will now executed or which may be executed, or any dispositions of property made by Danny Defendant during his lifetime or otherwise.

Patty Plaintiff further waives further agrees to refrain from any action or proceeding which may tend to avoid or nullify to any extent or in any particular the terms of any last will of Danny Defendant. Patty Plaintiff hereby waives the right to letters of administration in the estate of Danny Defendant, and also waives all statutory allowance of any kind under any present or future law of New Jersey or of any king under any present or future law of New Jersey or of any other state or of the United States. This provision will not be construed as preventing Danny Defendant from appointing his wife as the executor of his estate.

6. Independent Counsel: The parties acknowledge and represent that each has procured and been advised as to all aspects of this Agreement by independent counsel of his/her own choice. _____ having been represented by _____, Esq., with offices located at _____, and _____ having been represented by _____, Esq., with offices located at _____. The fact that _____'s attorneys actually prepared the initial draft of this typewritten Agreement shall have no bearing whatsoever on either party's decision to execute same and each party is satisfied that he/she has freely negotiated the contents hereof free from any improper persuasion or influence of the other or any third party. Both parties acknowledge and represent that their respective attorneys were selected freely, voluntarily, of their own free will, and free from any improper persuasion or influence of the other party or any third party.

7. Voluntary Execution: The parties each acknowledge and

represent that this Agreement has been executed by them free from any improper persuasion, fraud, undue influence, or economic, physical or emotional duress of any kind whatsoever asserted by the other or any third party.

8. Incorporation of the Within Agreement: The parties acknowledge and understand that this Agreement shall be offered in evidence in any proceeding instituted by either of the parties in any court of competent jurisdiction in which a determination of any aspect of the parties' relationship is sought and shall, subject to the court's approval, be incorporated in any order or judgment rendered in such proceeding.

9. Non-Merger: Notwithstanding its incorporation into any order or judgment entered by a court of competent jurisdiction, the provisions of this Agreement shall not merge with, but shall survive any such order or judgment in its entirety and shall remain in full force and effect, except as may be invalidated by a court of competent jurisdiction.

10. Validity and Enforceability of Agreement: The parties further agree that this contract is valid and enforceable in any action that may hereafter be commenced by either party in any jurisdiction.

11. Severability: In the event any provision contained in this Agreement, either in whole or in part, is deemed or held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of any partially declared invalid or unenforceable provision and all other provisions of the Agreement shall, nonetheless, remain and continue in full force and effect.

12. Situs: The parties agree that the laws of New Jersey shall govern the execution and enforcement of this Agreement regardless of any jurisdiction wherein it may be presented as evidence.

13. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors and administrators.

14. Enforceability of Agreement: The parties agree that the within Agreement is enforceable in any court of competent jurisdiction and neither shall do anything to declare the Agreement or any of its provisions invalid or unenforceable. Should either party take any action to declare the Agreement or any of its terms invalid, said party shall indemnify the other for all reasonable expenses and costs, including attorneys' fees, incurred in successfully enforcing the Agreement.

15. Understanding of English Language: The parties represent and acknowledge that each can read and write the English

language; that each has read this Agreement in its entirety independently and with the assistance of independent legal counsel; and that each understands each and every word, phrase and provision contained in this Agreement. Any and all words, phrases and/or provisions that either party may not have initially understood have been explained by independent legal counsel to each party's mutual satisfaction.

IN WITNESS WHEREOF, the parties have signed, sealed and acknowledged this Agreement on the day and year first above written.

STATE OF NEW JERSEY)
)
 ss.)
)
 COUNTY OF)

BE IT REMEMBERED that on this _____ th day of _____ 2007, before me, the subscriber, a Notary Public, personally appeared Patty Plaintiff, who, I am satisfied, is the person named in the foregoing Agreement, to whom I first made known the contents thereof, and thereupon he or she acknowledged that he or she signed, sealed, and delivered the same as his or her voluntary act and deed, for the uses and purposes therein expressed.

PATTY PLAINTIFF Date:

NOTARY PUBLIC Date:

STATE OF NEW JERSEY)
)
 ss.)
)
 COUNTY OF)

BE IT REMEMBERED that on this ____ th day of _____
2007, before me, the subscriber, a Notary Public, personally
appeared Danny Defendnat, who, I am satisfied, is the person
named in the foregoing Agreement, to whom I first made known the
contents thereof, and thereupon he or she acknowledged that he or
she signed, sealed, and delivered the same as his or her
voluntary act and deed, for the uses and purposes therein
expressed.

_____ Date:
DANNY DEFENDANT

_____ Date:
NOTARY PUBLIC