

Postnuptial agreement between husband and wife releasing rights
in each other's estate.

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. The
purpose of this agreement is to clarify and establish the parties
respective property interests.

**AGREEMENT RELEASING RIGHTS OF WIFE
ON CONVEYANCE OF REAL PROPERTY**

1. Stipulations of Parties: The parties stipulate as
follows:

(A) A marriage has been duly had and solemnized between the
parties, the marriage having taken place on July 1, 2000, in the
Township of East Brunswick, NJ.

(B) Both parties are adults and have the capacity to contract.

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

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

To have to hold to Patty Plaintiff, her heirs and assigns,
for her own sole and separate use, benefit, and behalf forever.

To hold and enjoy, all and singular the property, and every part and parcel of it, as and for her separate estate.

3. Waiver of Dower and Marital Rights in Personalty: In consideration of the conveyance of real property as described above, Patty Plaintiff waives and agrees to waive all of her rights of dower which may have vested in her by reason of her marriage with Danny Defendant, or as his wife or widow, in and to all of the lands, tenements, and hereditaments which he now has or shall during coverture become seized of for life or in fee.

Further, Patty Plaintiff for the consideration expressed above agrees to waive all of her rights, title, and interest which may be vested in her by virtue of the marriage with Danny Defendant as his wife or widow, in and to all personal property which is now owned by him or of which she shall become possessed.

4. Waiver of Election to take Against Husband's Will. In further consideration of the conveyance of real property as described about, Patty Plaintiff forever waives, releases, and relinquishes any right or claim of any kind character, or nature, which she may have in and to the estate, property, assets, or the reflects 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 forever waives, releases, and relinquishes any right or claims which she now has or may have pursuant to any present or future law of the State of New Jersey or any state of the United States to elect to take in contravention fo the terms of any last will of Danny Defendant, including any last will now executed or which may be executed hereafter, or any disposition of property made by Danny Defendant during his lifetime or otherwise.

Patty Plaintiff 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 waives the right to letters of administration in the estate of Danny Defendant, and also waives all statutory allowance of any kind under the law of the State of New Jersey, as the law now exists or may be amended, or any similarly or subsequently enacted statute of the State of New Jersey or of any other sate or of the United States. This provision shall not be construed as preventing Danny Defendant from appointing Patty Plaintiff as the executrix of his estate.

Patty Plaintiff stipulates that she has been fully advised in the premises of the foregoing agreements by legal counsel of her own selection and the signature of her counsel appears below as an acknowledgment that she has received advice from independent counsel.

MISCELLANEOUS TERMS OF AGREEMENT

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

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

13. 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.

14. 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.

PATY 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 Defendant, 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