

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, 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.

The parties are husband and wife. For the purpose of settling and adjusting their property rights, this agreement is made as follows:

WAIVER OF RIGHTS TO EACH SPOUSE'S ESTATE

1. Husband agrees to pay the wife \$_____ on the signing of this agreement by her in consideration of the release by wife described below.

2. Wife, in consideration of payment by her by husband of \$_____ releases to husband all her right, title and interest existing at present or that she may be entitled to in the future, in and to all real and personal property of every kind and nature owned by the parties and in which wife has, or would be entitled to have, a marital interest. Wife waives and any all claims to any future support, maintenance, care or liability of any kind from husband to her. Wife agrees not to contract any indebtedness or incur any bills of any kind or nature in which husband will be liable. If husband becomes liable for nay sum other than that mentioned in this contr, he will have recourse to collect the same form wife, in the manner provided by law for the collection of debts. Wife receives the above-mentioned sum in full settlement fo all property rights between the parties.

3. Each party to this agreement waives and relinquishes unto the other any and all right of inheritance or succession of, and to the property that either might have or enjoy at the time of death of either, as this agreement full settles all property rights now existing or that could insure to either party to the agreement.

MISCELLANEOUS TERMS OF AGREEMENT

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

[illegible]

PATTY PLAINTIFF

NOTARY PUBLIC

Date: _____

[illegible]

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

NOTARY PUBLIC

Date: _____