

THIS AGREEMENT MADE IN TRIPLICATE THIS 31st day of January, 2008

BETWEEN:

MICHAEL W WEINRICH

of the City of Waukegan
in the State of Illinois

- AND -

RACHEL MAE BOND

of the City of Waukegan
in the State of Illinois

PRENUPTIAL AGREEMENT

BACKGROUND

1. This Prenuptial Agreement is made between **MICHAEL W WEINRICH** (hereinafter called "Michael") and **RACHEL MAE BOND** (hereinafter called "Rachel") who are contemplating marriage each to the other;
2. The parties intend for this Agreement to become effective upon their marriage pursuant to the laws of the State of Illinois, including any Uniform Premarital Agreement Act, or other applicable laws, adopted by the State of Illinois;
3. The parties wish to enter into this agreement to provide for the status, ownership, and division of property between them, including future property owned or to be acquired by either or both of them;
4. The parties further wish to affix their respective rights and liabilities that may result from this relationship;
5. The parties recognize the possibility of unhappy differences that may arise between them. Accordingly, the parties desire that the distribution of any property that either or both of them may own will be governed by the terms of this Agreement and, insofar as the statutory or case law permits, intend that any statutes that may apply to them, either by virtue of Federal or State legislation, will not apply to them;
6. Each party acknowledges and agrees that they have had an opportunity before signing to consult with independent legal counsel in their jurisdiction and of their choice. Notwithstanding, they have chosen to expressly and voluntarily waive their right to legal counsel;
7. The parties have disclosed to the satisfaction of each of them all assets and liabilities that each may have and voluntarily and expressly waive any other rights to disclosure of the property or financial obligations of each other beyond the disclosure provided;
8. The parties acknowledge that they have been provided with a reasonable period of time to review

this Agreement and obtain legal advice before signing;

9. Each party agrees and affirms the following:
 - a. THAT the parties did execute the Agreement voluntarily;
 - b. THAT this Agreement was not unconscionable when it was executed;
 - c. THAT both parties were provided prior to execution of the Agreement a fair and reasonable disclosure of the property or financial obligations of the other party; and
 - d. THAT he or she did have, or reasonably could have had, an adequate knowledge of the property or financial obligations of the other party.

NOW THEREFORE in consideration of the upcoming marriage, and in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

PROPERTY

1. The separate property owned by each party at the execution of this Agreement, however and whenever acquired, will be owned and managed solely by such party at all times and will remain the separate property of such party after the execution of this Agreement, with no claim by the other party upon separation or otherwise.
2. The parties hereby acknowledge that with respect to any determination of ownership of property that may occur in the event of the parties separating, or upon the death of a party, all property will be treated as separate property owned solely by one party unless there is proof of shared legal ownership.
3. Unless a particular piece of property is explicitly documented as being owned by both parties, the following types of property will not be deemed as shared property:
 - a. any property owned by a party at the date of execution of this Agreement;
 - b. any property owned by a party after the date of execution of this Agreement;
 - c. any property acquired in exchange for present property, or from the proceeds of a sale of present property, whether direct or indirect, of a disposition of present property;
 - d. any income or proceeds derived from property owned by a party before or after the execution of this Agreement;
 - e. any property acquired by either party with income received during their marriage from property owned by a party before or after the execution of this Agreement;
 - f. any increase in value during the period of marriage of any property owned by a party before or after the execution of this Agreement;
 - g. any property acquired by a party by gift from the other party;
 - h. any property acquired by a party by gift from a third party;
 - i. any property acquired by a party through an inheritance;

- j. any winnings from any sport, game or lottery;
 - k. any award or settlement acquired from a lawsuit;
 - l. any proceeds from an insurance policy;
 - m. any earnings, salary or wage, acquired before or after the execution of this Agreement; and
 - n. any savings acquired before or after the execution of this Agreement.
4. The shared property owned by both parties at the execution of this Agreement, however and whenever acquired, will be owned and managed by both parties at all times and will remain the property of both parties after the execution of this Agreement.
 5. In the event of the parties separating, or upon the death of a party, any jointly-acquired or jointly-held property will be deemed to be owned equally with each party entitled to fifty percent (50%) of the net equity of the property, regardless of the initial or ongoing proportion of each party's investment, unless the parties otherwise agree in writing.
 6. Nothing in this agreement will prevent or invalidate any gift, or transfer for value, from one party to the other of present or future property provided such gift or transfer is evidenced in writing signed by both parties.
 7. Unless a party can reasonably show that he or she solely owns a piece of property, where either party commingles jointly owned property with separate property, any commingled property shall be presumed to be jointly-owned property of the parties.

DEBTS

8. The separate debts owing by each party at the execution of this Agreement, however and whenever acquired, will be owed solely by such party at all times and will remain the separate debts of such party after the execution of this Agreement, with no financial obligations owing by the other party upon separation or otherwise.
9. The parties hereby acknowledge that with respect to any determination of responsibility of debts that may occur in the event of the parties separating, all debts will be treated as separate debts owed solely by one party unless there is proof of joint financial obligations.
10. Unless a particular debt is documented as being owed by both parties, the following types of debts will not be deemed as shared debts:
 - a. any debts already owing by one party at the date of execution of this Agreement; and
 - b. any debts incurred by one party during the marriage.
11. The shared debts owed by both parties at the execution of this Agreement, however and whenever acquired, will be owed by both parties at all times and will remain the debts of both parties after the execution of this Agreement.
12. In the event of a separation, each party will be financially responsible for 50% of any jointly-acquired or jointly-held debts, regardless of the initial or ongoing proportion of each party's borrowed amount, unless the parties otherwise agree in writing.

CHILDREN

13. The parties acknowledge that Michael W Weinrich has dependent children from a previous relationship, namely:
 1. Alex Nichole Weinrich born April 6, 2000
 2. Sydney Elizabeth Weinrich born January 11, 2002
14. The parties acknowledge that Rachel Mae Bond has dependent children from a previous relationship, namely:
 1. Austin Dean Smith born August 8, 1995
 2. Madyson Taylor Smith born April 1, 1998
 3. Chandler Jay Smith born December 22, 2000
15. The parties further acknowledge that in the event of a separation, any rights and obligations of the parties relating to the children of the parties, including the issues of child support, custody and access, will be governed by Federal laws and/or the laws of the State of Illinois.
16. The parties recognize the authority of the court to determine what arrangements are in the best interests of the children, and understand that court orders may affect the arrangement of the parties as stated in this Agreement.

SUPPORT

17. The parties agree that the investment of time or labor with respect to personal service in the property of the other, or otherwise, will be deemed to have been made gratuitously, and without expectation or right of compensation unless agreed to the contrary in writing.
18. It is the intention of the parties to forever release each other from any alimony or support obligations now and in the future no matter how their circumstances may change. They will not apply now or in the future under any Federal or State legislation for support. They each waive any rights they may have to proceed against the other under any law or statute for payments of alimony or support and rely upon the law of contract to govern in respect of this issue.
19. The parties realize that their respective financial circumstances may be altered in the future by changes in their health, the cost of living, their employment, their marital status, the breakdown of their relationship, or otherwise. No such changes will give either party the right to seek support under any legislation, Federal or State. It is understood by each party that this Agreement represents a final disposition of all maintenance and support issues between them.

ESTATES AND TESTAMENTARY DISPOSITION

20. Except as provided herein, the parties acknowledge that each has the absolute right to dispose of his or her estate by will without leaving any portion to the other, or to the heirs, executors, administrators, or assigns of the other.
21. Nothing in this agreement will invalidate or prevent either party from naming the other as a

beneficiary by will or other testamentary disposition.

22. The parties waive and release the other from any and all rights of every kind, nature, and description that each may acquire as spouse or surviving spouse in the property, assets, or estate of the other.

ADDITIONAL CLAUSES

23. Husband's grandfather's trust fund will go to husband's surviving children solely.

SEVERABILITY

24. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

INTENTION OF THE PARTIES

25. Notwithstanding that the parties acknowledge and agree that their circumstances at the execution of this Agreement may change for many reasons, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

DUTY OF GOOD FAITH

26. This Agreement creates a fiduciary relationship between the parties in which each party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

FURTHER DOCUMENTATION

27. The parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

TITLE/HEADINGS

28. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.

ENUREMENT

29. This Agreement will be binding upon and will enure to the benefit of the parties, their respective

heirs, executors, administrators, and assigns.

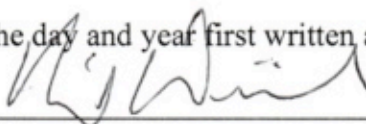
GOVERNING LAW

- 30. The laws of the State of Illinois will govern the interpretation of this agreement, and the status, ownership, and division of property between the parties wherever either or both of them may from time to time reside.

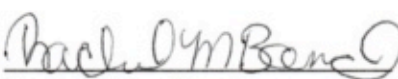
TERMINATION OR AMENDMENT

- 31. This Agreement may only be terminated or amended by the parties in writing signed by both of them.

The parties hereby execute this agreement on the day and year first written above.



Michael W Weinrich



Rachel Mae Bond

CERTIFICATE OF ACKNOWLEDGMENT**STATE OF ILLINOIS****COUNTY OF** LAKE

1. This document was acknowledged under oath to my satisfaction by Michael W Weinrich apart from Rachel Mae Bond.
2. Michael W Weinrich acknowledged to me:
 - a. **THAT** he is aware of the agreement and understands the provisions of the same.
 - b. **THAT** he is aware of the possible claims to property that he may have under the existing State legislation and that he intends to give up these claims to the extent necessary to give effect to the agreement.
 - c. **THAT** he is executing this document freely and voluntarily without any compulsion on the part of Rachel Mae Bond.

DATED at the City of Gurnee, in the State of Illinois, this 31 day of January, 2008.



Heather Pope
NOTARY PUBLIC
Print Name: Heather Pope

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF LAKE

1. This document was acknowledged under oath to my satisfaction by Rachel Mae Bond apart from Michael W Weinrich.
2. Rachel Mae Bond acknowledged to me:
 - a. **THAT** she is aware of the agreement and understands the provisions of the same.
 - b. **THAT** she is aware of the possible claims to property that she may have under the existing State legislation and that she intends to give up these claims to the extent necessary to give effect to the agreement.
 - c. **THAT** she is executing this document freely and voluntarily without any compulsion on the part of Michael W Weinrich.

DATED at the City of Gurnee, in the State of Illinois, this 31 day of January, 2008.



Heather Pope
NOTARY PUBLIC
Print Name: Heather Pope

My Commission Expires:

Special Notes on Prenuptial Agreements governed by the State of Illinois

The State of Illinois has chosen to adopt the Uniform Premarital Agreement Act, a statute created for the purpose of standardizing the requirements of prenuptial agreements as between states. As such, our agreement has been drafted keeping in mind the notion subscribed to by the UPAA that prenuptial agreements should be entered into voluntarily and fairly upon the exchange of disclosure between the parties.

Though we provide our customers with the option of signing in front of witnesses, a notary public or a lawyer, we would recommend you exercise as many of these options as possible to increase the chances of the agreement being upheld in the event of a future court challenge.

When filling out this agreement we would like to inform you that under the legislation in the State of Illinois, spousal support may be payable if a party is suffering undue hardship and/or is eligible for public assistance at the time of separation or divorce – regardless of what the parties may have choose when drafting the agreement. In other words, a premarital agreement cannot modify or eliminate the right of a spouse to receive court-ordered spousal support in certain circumstances.

©2002-2008 LawDepot.com™