
PRENUPTIAL AGREEMENT

of

JOHN DOE and JANE DOE

On the _____ day of _____, 20____, **JOHN DOE**, residing at _____, _____; and **JANE DOE**, whose address is _____, _____, in contemplation of their future marriage, have entered into an Agreement with respect to such marriage for the following reasons and with reference to the following facts:

**ARTICLE I. PURPOSE:
Intent to Define Property Rights**

It is the desire of the Parties that conflicts regarding financial matters be minimized in the planned marriage, and this agreement is intended to prevent such conflicts. The Parties desire to make reasonable and sufficient provisions for each other, all of which are set forth herein, in release of and in full satisfaction of all rights which, after the solemnization of the marriage, they might or could, by reason such marriage, have in the property which each now owns or may hereafter acquire, and the liabilities each of the Parties may now owe or hereafter incur. The Parties desire to fix and determine by this agreement the rights and claims that will accrue to each of them in the estate and property of the other by reason of the marriage, and to accept the provisions of this agreement in lieu of and in full discharge, settlement, and satisfaction of all such rights and claims.

**ARTICLE II. RECITALS:
Children By Previous Marriage**

2.01 **JOHN DOE** was formerly married and has two surviving children, namely, _____ and _____.

2.02 **JANE DOE** was formerly married and has three children, namely, _____, _____ and _____.

2.03 By entering into this agreement, the Parties assume no responsibility for the maintenance, support, education, or health of children of the other Party which are not of this marriage.

2.04 Disclosure of Property.

a. **JOHN DOE**, has made a full and complete disclosure of the nature, extent and probable value of all the real and personal property and other assets, tangible and intangible, that he owns and wishes to remain his separate property. A list of the real and personal property owned by **JOHN DOE**, designated as Exhibit "A", including any encumbrances, is attached to and made a part of this Agreement. The estimated gross market value of the real and personal property owned by **JOHN DOE** is shown for each item listed in Exhibit "A". Included on Exhibit "A" is a list showing the approximate balance owing on each debt of **JOHN DOE**. Regular recurring obligations which are paid on a monthly basis are not included as debts.

b. **JOHN DOE** specifically waives, relinquishes and releases any right to make a claim for reimbursement or equitable interest on behalf of the community estate or his separate estate against the separate estate or separate property of **JANE DOE**. **JANE DOE** specifically waives, relinquishes and releases any right to make a claim for reimbursement or equitable interest on behalf of the community estate or her separate estate against the separate estate or separate property of **JOHN DOE**.

c. **JANE DOE** has made a full and complete disclosure of the nature, extent and probable value of all the real and personal property and other assets, tangible and intangible, that she owns. A list of the real and personal property owned by **JANE DOE**, designated as Exhibit "B", including any encumbrances, is attached to and made a part of this Agreement. The estimated gross market value of the real and personal property owned by **JANE DOE** is shown for each item listed in Exhibit "B". Included on Exhibit "B" is a list showing the approximate balance owing on each debt of **JANE DOE**. Regular recurring obligations which are paid on a monthly basis are not included as debts.

d. As reflected in the written Waiver of Disclosure of Financial Information signed in accordance with section 4.006 of the Texas Family Code, each Party expressly waives in this written instrument any right to disclosure of the property or financial obligations of the other Party beyond the disclosure provided in this instrument. The Parties to this Agreement understand that the figures and amounts given above are approximately correct and not necessarily exact, but are intended to be reasonably accurate.

e. While the Parties have made a good faith effort to list all of their separate property assets and liabilities, the Parties agree that any omission of an item does not preclude a Party from later claiming its separate property characterization. The Parties have tried to use the correct legal description for each asset listed in any schedule attached to this agreement. If any asset is incorrectly described, the description used is adequate for the purposes of this agreement and accompanying schedules, and the Parties agree to execute any additional paperwork required to confirm ownership in the name of the Party in whose schedule the asset appears.

2.05 Agreement Conditioned on Marriage.

a. The property owned by the Parties, as disclosed above, is listed for disclosure purposes, only, and the listing of such property is not regarded by either Party as an inducement to enter into this Agreement or the marriage. The Parties agree that the property listed above and all increases in value of all such property (including but not limited to increases resulting from the time, talents, efforts and labor of either or both of them) shall remain the separate property of the Party owning it. The Parties agree that they will use their best efforts to keep the property of the Parties as separate property by any means necessary, including not commingling it with community or marital property. Notwithstanding the foregoing, any commingling of such property shall not be deemed a waiver of the separate ownership of such property, except as may be specifically provided below in Section 3.16.

b. Except as otherwise specifically provided in this Agreement, to the extent that either has or would have in the future any rights, whether legal or equitable, in relation to the separate property of the other (including but not limited to increases in its value and the income it produces), those rights are specifically waived and released to the Party owning the property. The omission of any property or debt from either schedule is inadvertent and, for all purposes of this Agreement, any property or debt omitted is deemed to be included. The Parties agree that each of them shall retain full possession, control, and management of his or her separate property.

c. The Parties enter into this Agreement in consideration of marriage. The effectiveness of this Agreement is expressly conditioned on the occurrence of such marriage. This agreement is void following its execution if the Parties are not married within ninety days.

2.06 **JOHN DOE** admits and acknowledges that each Party has been represented by independent legal counsel in the negotiation of this Agreement. **JOHN DOE**, further acknowledges that he freely chose J. MARK EDGMON of Granstaff, Gaedke & Edgmon, PC to act as his own legal counsel, that he has read this Agreement, and that his counsel has explained to him the meaning and legal consequences of the Agreement, and that he fully understands the Agreement.

2.07 **JANE DOE** admits and acknowledges that each Party has been represented by independent legal counsel in the negotiation of this Agreement. **JANE DOE** further acknowledges that she freely chose DUEY CHEETUM to act as her own legal counsel, and that she has read this Agreement, and that her counsel has explained to her the meaning and legal consequences of the Agreement, and that she fully understands the Agreement.

ARTICLE III. AGREEMENTS:

3.01 Separate Property to Remain Separate Property. All separate property of a respective Party existing at the date of the marriage between the Parties, and all appreciation and increments thereon occurring after the marriage date, shall be and constitute the separate property and estate of such respective Party.

3.02 Separate Liability To Remain Separate Liability. All separate liabilities of a respective Party existing at the date of the marriage between the Parties, make payments on separate property, operate separate property, or improve, maintain, or repair separate property, shall be and constitute the separate liability and separate obligation of such respective Party. The Parties agree that only the respective Party's separate property shall be subject to satisfaction of such separate liabilities of the respective Party.

3.03 Income from Separate Property To Constitute Separate Property. All income, including, but not limited to, interest, rents, dividends, stock splits, salary, trust distributions, permutations, increases or benefits, bonuses, or other distributions or increases in value of any kind or nature, which is derived from the separate property of either Party shall be and constitute the separate property of the respective Party who owns the property producing such income.

3.04 Earnings of JOHN DOE and JANE DOE To Constitute Separate Property. All Personal Service Earnings or incomes which are the product of JOHN DOE's or JANE DOE's labor, employment, or occupation will constitute the separate property of the Party to whom such earnings or incomes are paid. As used in this Premarital Agreement, "Personal Service Earnings" shall be broadly construed to mean all money, property, and benefits received by a Party as a result of their personal services, time, toil, and effort, and shall include, by way of example but not limitation, wages, salary, bonuses, retirement benefits, expense allowances, expense reimbursements, payment of expenses, commissions of any and all kinds and vacations.

3.05 Contributions to Retirement Accounts. All contributions, including, but not limited to, interest, employee contributions, employer contributions, paycheck deductions, deposits, permutations, increases or benefits, bonuses, or other distributions or increases in value of any kind or nature to any type of retirement account, including, but not limited to, individual retirement accounts, 401(k) plans, profit sharing plans, pension plans, self employed pension, Keogh, whether occurring before, on or after the marriage date shall be and constitute the separate property of the participant or owner of such retirement account.

3.06 Confirmation of Separate Property. In no way limiting the foregoing, the following property will remain the separate property of the Party who owns the separate property:

- a. Property that is traceable to separate property owned before marriage;
- b. Property that is acquired during the marriage from separate funds;

- c. Property that is received in exchange for separate property;
- d. Property that is purchased with proceeds of sale of separate property;
- e. All increases of, including but not limited to increases resulting from the time, talents, efforts and labor of either or both of them, and income from, separate property;
- f. All earnings, compensation, distributions, and income of every type from the listed assets attached as Exhibits A and B received by a Party prior to or during the marriage; and
- g. All other property of every type whatsoever received or acquired by a Party during the marriage, except as provided for in Section 3.16 regarding ownership of joint bank accounts and other jointly purchased property.

3.07 Credit Obligations. Unless otherwise specifically agreed in writing by the Parties at any time, all contract or credit obligations of either Party existing prior to the marriage and those incurred by either of them alone after the marriage shall be separate obligations of that Party payable out of his or her funds. Any property purchased through the use of credit, will be the separate property of the Party in whose name title is taken, or if there is no evidence of title, such property will be the separate property of the Party making the credit transaction. Unless otherwise agreed in writing by the Parties at any time, the separate property of a Party existing at any time after the marriage (whether or not acquired before the marriage) shall not be liable in any way for the separate contract or credit obligations of the other Party, including but not limited to those that were in existence before the marriage (including those obligations that are renewed, extended, or renegotiated after the marriage).

3.08 New Credit Obligations. The Parties agree that each of them may enter into new credit transactions or extend, renew, or renegotiate credit existing prior to the marriage without the express approval or joinder of the other Party. If either Party, without the joinder of the other Party, enters into a transaction (or acts with respect to a transaction or any credit existing prior to the marriage) where credit is extended to (or renewed for) him or her or if he or she becomes liable or obligated for the repayment (contingent or otherwise) of credit extended by a third Party, then those liabilities or obligations (including penalties, interest, costs, attorney's fees, or other charges relating to them) shall be satisfied entirely from his or her separate property. In that connection, the Parties agree to advise interested third Parties that any liability or obligation of that nature is not a community or marital liability or obligation and is his or her separate property liability or obligation. The Parties further agree to cause any documentation relating to those transactions to clearly reflect the separate character of the obligation or liability. In consideration of that Agreement, the Parties agree that the assets, if any, acquired without the other Party's express approval or joinder in the transaction shall be the separate property of the Party obligating his or her separate property in the transaction, unless the Parties agree otherwise in writing at the time the credit is extended.

3.09 Judicial Determination of Joint Debt. The Parties agree that in the event a creditor shall judicially establish joint liability for a debt incurred by one spouse, the spouse incurring the liability agrees to reimburse the other spouse in the amount of such liability if paid by the spouse not incurring the debt.

3.10 Indemnification. Notwithstanding any provision of this Agreement to the contrary, each Party agrees to indemnify and hold the other Party harmless of and from any and all claims, loss, damage, and expense (including, but not limited to, court costs and attorneys' fees) arising as a result of or in connection with (i) any act or failure to act of the indemnifying Party which occurred prior to the marriage or any contract, credit arrangement, or other Agreement which the indemnifying Party entered into prior to the marriage; (ii) any act or failure to act of the indemnifying Party which occurred following the marriage unless the other Party participated in the act or omission; and (iii) any contract, credit arrangement, or other Agreement which the indemnifying Party entered into after the marriage unless the other Party expressly consented in writing to be bound by the contract or Agreement.

3.11 Agreement to Partition Property. The Parties agree that all property they may acquire during their marriage when traceable to the listed assets on Exhibits A and B, which property would otherwise have been community property by operation of Texas law, or marital property subject to equitable division under the law of any other state, will be partitioned automatically by operation of this agreement into separate estates, except for jointly purchased assets as described in Paragraph 3.16 below. The property will be partitioned to the Party who earned it, or to the Party whose separate property funds contributed to its acquisition.

3.12 Agreement Regarding Income From Separate Property. The Parties agree that all of the income, increase in value, or property derived from all of each Party's separate property will be the separate property of the owner-spouse. This provision applies to the separate property the Parties own prior to marriage and to separate property that may be acquired during the marriage.

3.13 Payments and Improvements on Separate Property. The Parties agree that if either Party uses his or her own separate funds to make any payment toward the purchase of the other Party's separate property, or either Party uses any funds which he or she has any interest in to make a payment toward the purchase of the separate property of the other Party, the property so paid for will remain entirely the separate property of the owner-spouse. The Party making such payment using his or her separate property will not be entitled to reimbursement. Such payments will be considered entirely a gift to the owner of the separate property.

3.14 Improvements to Separate Property. The Parties agree that if either Party uses his or her own separate funds to make any improvement on or to the other Party's separate property, or either Party uses funds in which he or she has any interest to make any improvement on the separate property of the other Party, the property so improved will remain entirely the separate property of the owner-spouse. The Party making such improvement using his or her separate property will not be entitled

to reimbursement. Such payments will be considered entirely a gift to the owner of the separate property.

3.15 No Intention To Create Community Property. The following events may not, under any circumstances, be considered evidence of any intention to create community property, but are not intended as an exclusive list:

- a. the filing of joint tax returns;
- b. the taking of title to property, whether real or personal, in joint tenancy or in any other joint or common form;
- c. the designation of one Party by the other Party as a beneficiary of his or her estate or as trustee or any other form of fiduciary;
- d. the combining or mixing by one Party of his or her separate funds or property with the separate funds or property of the other Party, including the pledging of joint or separate credit for the benefit of the other Party's separate estate;
- e. any oral statement by either Party;
- f. any written statement by either Party, other than a written agreement that contains an explicit statement of the Party's intent to change the Party's separately owned property into community property;
- g. the payment from the funds of either Party for any obligations, including but not limited to the payment of mortgages, interest, real property taxes, repairs, or improvements on a separately or jointly held residence; and
- h. the joint occupation of a separately owned residence, even though designated as a homestead.

3.16 Joint Accounts and Other Jointly Purchased Properties.

a. Joint Property. The Parties hereby agree that during marriage, they may from time to time, by mutual agreement, have the opportunity to acquire jointly owned property, either as jointly owned separate property or as community property. The Parties hereby agree that if property is acquired by both Parties' credit and is taken in the names of both Parties, and if both Parties sign their names to the document creating the liability, the Parties shall own such property as community property, unless they both declare in writing that they are holding the property as separate property, in which event any such property will be owned by each Party equally as equal separate property.

b. Joint Accounts. It is anticipated that during the marriage the Parties may create one or more accounts in financial institutions in joint names in which they may put Personal Service Earnings and for which either Party will have the right to withdraw for ordinary and customary living expenses. The Parties hereby agree that any funds in this account will be owned as community property.

c. Personal Items. Notwithstanding anything herein to the contrary, it is agreed that all personal clothing, jewelry, sporting goods, and items of adornment will be the separate property of the person who ordinarily uses or enjoys such property without regard to the source of the funds used to acquire such property.

3.17 Mutual Release of Marital Rights. Both Parties mutually agree that each Party waives, discharges, and releases any and all claims and rights, actual or contingent, that he or she may acquire in the separate property of the other by reason of their marriage. The waiver of interest in the other Party's separate property includes any and all claims or rights either Party would have under Texas law or the law of any other State, as a result of dissolution of the marriage, by the death of one of the Parties, or divorce. The provisions of this agreement are not intended to adversely affect the right of any child of this marriage to child support. The claims and rights that are hereby waived and released include but are not limited to the following:

- a. The right to a family allowance;
- b. The rights or claims of dower, curtesy, or any statutory substitutes therefor as provided by the statutes of the state in which the Parties, or either of them, may die domiciled or in which they may own real property;
- c. The right of election to take against the Will of the other;
- d. The right to a distributive share in the estate of the other should he or she die intestate;
- e. The right to act as administrator of the estate of the other;
- f. The right to any form of spousal maintenance or alimony, during or following the dissolution of this marriage; and
- g. The right to act as guardian of the estate and/or person of the other unless designated as guardian pursuant to the Texas Probate Code.

3.18 Property Management. **JOHN DOE**, will have sole and exclusive management of his separate property. **JANE DOE** will have sole and exclusive management of her separate property. Each Party reserves the right to dispose of his or her respective separate property by any method, including by gift, will or other testamentary instrument, and reserves the right to sell, mortgage, or

otherwise deal with his or her separate property without consulting the non-managing spouse. Neither Party is obligated to give, devise, bequeath, transfer or convey his or her property, whether separate, community, or marital, to or for the benefit of the other Party or his or her children.

3.19 Agreement to Join in Execution of Other Instruments. Both Parties to this Agreement covenant and agree that they will willingly, at the request of the other Party, or at the request of his or her successors or assigns, execute, deliver and properly acknowledge whatever additional instruments may be required to carry out the intention of this Agreement, and will execute, deliver and properly acknowledge any deeds or other documents necessary to effectuate this Agreement.

3.20 Invalid Provisions. The Parties agree that if any portion of this Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement will remain in full force and effect.

3.21 Term of Agreement. This Agreement will terminate when the marriage terminates, whether by divorce, annulment or death. The Parties reserve the right to terminate this Agreement by mutual written Agreement.

3.22 Division of Property in Event of Divorce. The Parties that, although Texas courts are required to divide the property of divorcing couples in a manner they deem just and fair, if they own no community property at the time of divorce, there will be no property for the court to divide, and thus neither Party will be entitled to receive any property as a result of a court-ordered division of their estates. In the event that the marriage of JANE DOE and JOHN DOE is dissolved by divorce, the Parties hereby agree that each Party shall receive (a) all separate property belonging to that Party; (b) all income, revenue, or property from separate property; and (c) one-half of all community assets, if any.

3.23 Wife's Surname. **JANE DOE** reserves the right during the marriage to retain the use of her surname, "**DOE**" for any or all purposes as she in her absolute and unfettered discretion may determine.

3.24 Gifts Between Parties. Nothing contained in this Agreement shall preclude one Party from receiving an inter vivos or testamentary gift of any property from the other Party.

3.25 Income Taxes. The Parties agree that they will each pay their respective federal (and state, if applicable) income tax liability based upon the income of the Parties hereto. Any such income tax liability shall be shared by the Parties in the ratio of the aggregate taxable income of each such Party to the total taxable income reflected in such tax return times the total income tax liability. In this fashion, such income tax liability will be paid, respectively, by the community estate, if any, by the separate estate of JOHN DOE and by the separate estate of JANE DOE on a pro rata basis. JOHN DOE and JANE DOE shall agree upon an equitable apportionment of such tax liabilities where their respective incomes have varying characteristics.

3.26 Binding Effect. This Agreement will bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties.

3.27 Entire Agreement: Modification. This Agreement contains the entire Agreement between the Parties. Any oral representations of modifications made before or after the execution of this Agreement will be of no force or effect, provided, however, that the Parties expressly reserve the right to amend (in form or in substance) or terminate this Agreement at any time by the execution by both Parties of a written instrument acknowledged before a Notary Public for that purpose. Such written Agreement must specifically refer to this Agreement. The waiver by a Party of any breach of any provision of this Agreement by the other Party shall not invalidate this Agreement or any provision of it, (including the provision breached).

3.28 Miscellaneous. This Agreement:

- a. shall remain in force and in effect unless and until it is altered or amended in accordance with the foregoing provisions;
- b. shall be governed by the laws of the State of Texas;
- c. is enforceable in Texas or any other State the Parties may be domiciled in;
- d. is binding on the Parties and their respective heirs, personal representatives, successors, and assigns; and
- e. represents the entirety of the Agreement of the Parties as to the subject matter and there exist no other understandings, representations, or warranties, express or implied, oral or written, relative to its subject matter as of the date of its execution.

3.29 Tort Liability. All tort liability of a Party arising prior to or after the marriage shall be enforceable against and discharged from the separate property of that Party only, and not from the separate property of the other Party.

3.30 Waiver. Each Party acknowledges that by executing this Agreement, he or she may be permanently surrendering rights and claims he or she may have under Texas law governing marital property. Each of them acknowledges that he or she is entering into this Agreement voluntarily.

3.31 Place of Residence. The Parties, at the time of entering into this Agreement, intend to reside together during their marriage in the State of Texas. The Parties acknowledge that this agreement is to be fully binding and enforceable in Texas, as well as anywhere else they may live, and Texas law will govern this agreement in any court, regardless of where said court is located.

3.32 Confidentiality. The Parties agree that this Agreement (including its Schedules) is privileged and confidential. This Agreement shall not be disclosed to any third Party or be used for any purposes by the Parties or their attorneys, except in connection with the enforcement of the Agreement.

3.33 Ratification. The Parties agree that, not later than thirty days after their marriage, they will each execute two (2) original counterparts of the Ratification of Prenuptial Agreement (the "Ratification Agreement"), a copy of which is attached to this agreement as Exhibit "C". The Parties agree that, to the maximum extent allowed by law, the failure to execute the Ratification Agreement will not invalidate this agreement or affect any of its terms or provisions. Whether the Ratification Agreement is executed or not, all the provisions of this agreement are binding, including but not limited to the effect of causing the income from the separate property of JANE DOE to be JANE DOE's separate property and the income from the separate property of JOHN DOE to be JOHN DOE's separate property.

3.34 Mediation/Arbitration.

a. It is the intent of the Parties that any conflict or controversy that may arise regarding this agreement, its interpretation, or its application should be resolved amicably by the Parties and without the necessity of court intervention. In furtherance of such desire, the Parties agree that in the event any conflict or controversy arises, the matter will promptly be submitted to mediation by the Party opposing the requested interpretation or application notifying the mediator of the controversy or conflict and requesting that the mediator schedule a date for mediation. The mediator will be selected by agreement of the Parties, or if failing agreement, by court appointment.

b. In the event any Party files for dissolution of marriage or if any dispute or controversy arises out of the interpretation, enforcement, and division of the estate of the Parties under this Premarital Agreement and mediation does not resolve the dispute and controversy, the Parties hereby agree to submit any such dispute or controversy to binding arbitration, and each Party expressly waives any right to trial by a court or trial by a jury. This provision for binding arbitration shall be in accordance with the provisions of the Texas Family Code § 6.601 and § 153.0071, if applicable, and Texas Civil Practice and Remedies Code § 171.001 *et seq.* or any successor statute as may be enacted by the Texas Legislature. The Parties agree to appoint one arbitrator whose decision shall be binding in all respects and whose ruling shall be the basis for division of the marital estate of the Parties in the event of a divorce. Any arbitrator appointed by the Parties must be a member in good standing with the state bar association in the state where the arbitration is conducted. Should the Parties not be able to agree upon an arbitrator, each Party shall appoint a person of the qualifications listed above, and those two persons shall confer upon the appointment of a third arbitrator. The compensation of the arbitrator shall be paid as agreed upon by the Parties, or in the event of a disagreement regarding the compensation of the arbitrator, the arbitrator shall be compensated as the arbitrator rules.

THIS AGREEMENT IS EXECUTED in two (2) original counterparts by the Parties on this _____ day of _____, 20____, to be effective as of the date of the marriage.

WITNESSES

Printed name of witness

JOHN DOE

Printed name of witness

WITNESSES

Printed name of witness

JANE DOE

Printed name of witness

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared **JOHN DOE**, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the instrument for the purposes and consideration expressed in it.

GIVEN under my hand and seal of office this the _____ day of _____, 20____.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned Notary Public in and for the State of Texas, on this day personally appeared **JANE DOE**, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the instrument for the purposes and consideration expressed in it.

GIVEN under my hand and seal of office this the _____ day of _____, 20____.

Notary Public, State of Texas

Certification of Attorney for JOHN DOE

I certify that I am an attorney at law, duly licensed and admitted to practice in the State of Texas; that I have been employed by **JOHN DOE**, a Party to this Agreement, and that I have advised him with respect to this contract and explained to him its meaning and legal effects, and that **JOHN DOE**, has acknowledged his full and complete understanding of this Agreement and its legal consequences, and has freely and voluntarily executed the Agreement.

J. MARK EDGMON
State Bar ID # _____

Tel: _____
Fax: _____
ATTORNEY FOR JOHN DOE

Certification of Attorney for JANE DOE

I certify that I am an attorney at law, duly licensed and admitted to practice in the State of Texas; that I have been employed by **JANE DOE**, a Party to this Agreement, and that I have advised her with respect to this contract and explained to her its meaning and legal effects, and that **JANE DOE** has acknowledged her full and complete understanding of this Agreement and its legal consequences, and has freely and voluntarily executed the Agreement in my presence.

DUEY CHEETUM
State Bar ID # _____

Tel: _____
Fax: _____
ATTORNEY FOR JANE DOE

EXHIBIT "A"
to
PRENUPTIAL AGREEMENT OF
JOHN DOE AND JANE DOE

Personal and Real Property owned by JOHN DOE:

1.	Residence located at _____	\$53,618.00
2.	Real property legally described as _____	\$62,600.00
3.	Real property located at _____	\$38,020.00
4.	_____ Bank, Account number _____, Checking	\$0.00
5.	_____ Bank, Account number _____, Savings	\$14,831.44
6.	_____, Account number _____	\$258,585.10
7.	_____, Account number _____	\$2,922.11
8.	_____, Account number _____	May have matured
9.	_____ Bank, Account number _____, C.D.	\$117,396.83
10.	_____ Bank, C.D.	\$161,510.50
11.	_____, Account number _____, C.D.	\$113,431.29
12.	_____ Bank, Account number _____	\$72,919.24
13.	_____ Bank, Account number _____	\$115,119.95
14.	_____, Account number _____	\$22,181.87
15.	_____, Account number _____	\$26,013.60

EXHIBIT "B"
to
PRENUPTIAL AGREEMENT OF
JOHN DOE AND JANE DOE

Personal and Real Property owned by JANE DOE:

1.	_____, Account number _____	\$19,148.64
2.	_____, Account number _____, Cash Surrender Value	\$29,294.42
3.	_____, Account number _____, Cash Surrender Value	\$35,068.92
4.	_____, Account number _____, Paidup Death Benefit	\$1,500.00
5.	_____, Account number _____, Paidup Death Benefit	\$1,000.00
6.	_____, Account number _____, Paidup Death Benefit	\$2,500.00
7.	_____, Account number _____, Paidup Death Benefit	\$1,000.00
8.	_____, Account number _____	\$7,081.37
9.	_____, Account number _____	\$7,000.00
10.	1997 Ford SW Taurus	\$8,000.00
11.	Real Estate Lien Note, _____	\$55,000.00
12.	Residence located at _____	\$38,000.00
13.	Blackjack property located at _____	\$13,800.00

Exhibit "C"
RATIFICATION OF PRENUPTIAL AGREEMENT

of

JOHN DOE and JANE DOE

JOHN DOE, and **JANE DOE**, having married each other on the _____ day of _____, 20____, do hereby re-execute, confirm and ratify the marital property agreement dated the _____ day of _____, 20____, between them, pursuant to Paragraph 3.33 of the Agreement.

JOHN DOE

JANE DOE

CERTIFICATION OF ATTORNEY FOR JANE DOE

I certify that I am an attorney at law, duly licensed and admitted to practice in the State of Texas; that I have been employed by **JANE DOE**, a Party to this Agreement, and that I have advised her with respect to this contract and explained to her its meaning and legal effects, and that **JANE DOE**, has acknowledged her full and complete understanding of this Agreement and its legal consequences, and has freely and voluntarily executed the Agreement.

DUEY CHEETUM

State Bar ID # _____

Tel: _____

Fax: _____

ATTORNEY FOR JANE DOE

CERTIFICATION OF ATTORNEY FOR JOHN DOE

I certify that I am an attorney at law, duly licensed and admitted to practice in the State of Texas; that I have been employed by **JOHN DOE**, a Party to this Agreement, and that I have advised him with respect to this contract and explained to him its meaning and legal effects, and that **JOHN DOE**, has acknowledged his full and complete understanding of this Agreement and its legal consequences, and has freely and voluntarily executed the Agreement.

J. MARK EDGMON

State Bar ID # _____

Granstaff, Gaedke & Edgmon, PC

Tel: _____

Fax: _____

ATTORNEY FOR JOHN DOE