

# UNOFFICIAL COPY



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Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 06/09/2006 02:10 PM Pg: 1 of 7

Property of Cook County Clerk's Office

## Premarital Agreement

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ENTERED INTO BETWEEN:

HUMPHREY MBAANUG ABEH

AND

ROSEMARY TABOD

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MADE AND ENTERED INTO ON:

MAY 25<sup>th</sup>, 2006

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RECORDED IN THE COUNTY OF COOK, STATE OF ILLINOIS, USA

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## Premarital Agreement

**THIS PREMARITAL AGREEMENT**, made and entered into this 25<sup>th</sup> May, 2006 by and between HUMPHREY MBAANUG ABEH, born on 18<sup>th</sup> August, 1953 at Zang-Tabi, Metta, NW Province, Cameroon, hereinafter called First Party, and ROSEMARY TABOD, born on 9<sup>th</sup> April, 1972 at Tomble, Meme Division, SW Province, Cameroon, whom upon marriage will become ROSEMARY ABEH, hereinafter called Second Party:

Whereas the parties intend to marry, and in anticipation therefore desire to fix and determine by ante-nuptial or premarital agreement that each of us shall waive, relinquish, release, and renounce any and all claim in to the property of each other after marriage; and

Whereas there has been a full, fair and adequate disclosure of assets of the parties, as well as full opportunity for independent legal counseling concerning the matters contained in this Agreement;

NOW, THEREFORE, it is agreed as follows:

### **1. SEPARATE OWNERSHIP OF PROPERTY.**

After the marriage of parties each shall continue to hold and retain separate titles and rights in and to any and all property each owns at the time or at any time acquired after marriage from the proceeds of property owned before marriage. Proceeds include but not limited to exchange, replacement, rents, sell, loans guaranteed by and paid by proceeds from property owned prior to the marriage. Each party acknowledge that the other shall have full and unrestricted right to sell, transfer, assign, encumber, or otherwise dispose of such separate property, and income there from (including interest, rents, dividends, and stock splits), free from any claim demand, community property rights, or statutory interest of the other which might have arisen in any way because of the marriage of the parties.

### **2. RELEASE OF ESTATE AND ELECTION RIGHTS.**

The parties further waive relinquish, release and renounce any and all rights each may have and later acquire as surviving spouse upon the death of the other, including any right of election to take against the will of the other, any right to claim an amount from the estate of the other if he or she should die intestate, any right to serve as executor or administrator of the other, and any and all other shall pass only to those specified in any last will and testament of the decedent, or to the decedent's lawful heirs in the event of intestacy, free and clear of claim, interest, widow's and widower's allowances, dower or cutesy rights, surviving spouse's homestead elections rights, or other election rights they might otherwise have in respect to the will or estate of the other party.

Nothing herein shall be construed to constitute a release or waive of any devise or bequest left to either by specific provision in the last will and testament of the other, nor are relinquishment of any property voluntarily transferred, or joint tenancy created, by the other. The parties affirmatively state, however, that no promises or representations have been made or received by either of them that any such bequest, devise, or transfers shall in fact be made to the other.

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### **3. DISCLOSURE OF ASSETS, INFORMED AND VOLUNTARY SIGNING.**

The parties acknowledge that each has made good, fair and adequate disclosure of his or her assets. The parties have discussed the nature and extent of the assets of each. First Party's present assets have a fair and reasonable gross market value of approximately \$207,200, and Second Party's present assets have a fair and reasonable gross market value \$0, all as summarized on the Disclosure List attached to this Agreement. Each party acknowledges that he or she has had adequate time to fully weigh the consequences of signing this Agreement, and has not been pressured, threatened, coerced, under duress or unduly influenced to sign this Agreement. Each party further acknowledges that he or she willingly entered into this Agreement and was not at any time immediately prior to or during the signing of this Agreement, not under the influence of the alcohol or drug that may impair reasoning. Each party has had full opportunity to obtain the benefit of independent legal counsel upon the matters in this Agreement, the applicable law, and the options available to him or her.

### **4. SIGNING NECESSARY DOCUMENTS.**

The parties shall make, execute and deliver any and all documents, including statutory waivers, consents, joinders, or releases necessary to effectuate their above-mentioned intentions.

### **5. CONSIDERATION.**

The consideration for this Agreement is the marriage of the parties and their mutual promises herein. In the event the said marriage does not take place, for whatever reason, this Agreement shall have no force and/or effect whatsoever.

### **6. BINDING NATURE OF AGREEMENT.**

This Agreement shall be binding upon and shall insure to the benefit of the parties, their heirs, executors, administrators, and personal representatives.

### **7. ENTIRE AGREEMENT, AMENDMENT.**

This Agreement, including the attached Disclosure List, constitutes the entire understanding of the parties, and there are no other provisions, representatives, or promises, expressed or implied, oral or written, other than as specifically set forth in this Agreement.

No amendment or termination relating to this Agreement shall be effective unless made in writing and executed by the parties with the same formalities as this Agreement.

### **8. SEVERABILITY.**

In the event that any provision of this Agreement is held to be illegal, valid, unenforceable, or against the public policy, the remaining provisions of the Agreement shall nonetheless be considered valid and effective and shall be fully enforceable accordingly.

### **9. OTHER UNDERSTANDING.**

Each party fully understands that it is against the law to commit marriage fraud, submitting false information or both. Each party also understands that Title 8, United States Code, Section 1325, states that any individual who knowingly enters into a marriage contract for the purpose of evading any provision of the immigration laws, shall be imprisoned for more than five years, or fined not more than \$250,000 or both and shall be deported in accordance with USA

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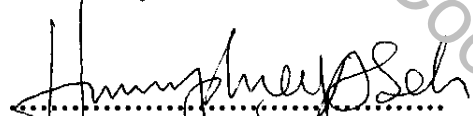
Immigration laws. Should it be determined that the marriage contract was entered into to evade Immigration laws, or to obtain Permanent Resident status, or to eventually acquire United States citizenship, the non citizen, the permanent resident status or the citizenship status shall be revoked and the applicable immigration sanction shall be enforced and the Second Party shall automatically loose all the fruits of the marriage, including all assets acquired after the marriage. Any and all children from the marriage shall remain under the sole custody of the First Party and there shall be no alimony payments in such a situation.

Each party has fully disclosed his or her previous martial status and where as the Second Party has never been married, the First Party has been married once, out of which there is a minor child. The welfare, education, present and future interest of the minor child, who at the time of this Agreement is four years old, is given consideration henceforth part of the reason of this Agreement.

### 10. CONTROLLING STATE LAW.

This Agreement shall be construed and governed by the Laws of the State of Illinois. Dates and signed by the parties the year and day set forth above.

**First Party:**

  
.....  
**HUMPHREY MBAANUG ABEH**

**Second Party:**


  
.....  
**ROSEMARY TABOD**

**State Of Illinois**

ss:

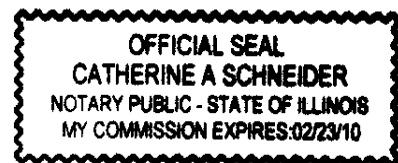
**County of Cook**

On this 26 day of the month of May, 2006, before me a notary public in and for said county and state, personally appeared Humphrey MBAANUG ABEH and Rosemary TABOD. To me personally known, who did acknowledge that they signed the for going Agreement, and that they signed the same as voluntary act and deed.

  
.....  
Notary Public in and for the said County and State

My Commission Expires:.....2-23-2010.....

**Attachment: Disclosure List**



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## Attachment: Disclosure List

### DISCLOSURE LIST

The following is a general list of assets, liabilities and net worth of each party, using estimated values. No attempt is made here to set forth every individual item owned by the parties. The intention is to give each party a fair, full and adequate disclosure of assets and liabilities.

#### HUMPHREY M. ABEH (First Party)

Category: REAL ESTATE	Gross Value	Encumbrance	Net Worth
1. Real Estate: 4919 Bayview Drive Richton Park, IL 60471 PIN #31-28-406-004-0000	\$365,000	\$190,000* \$ 65,000**	\$110,000
2. Real Estate: 19207 Pine Drive Country Club Hills, IL 6047 PIN #31-10-200-089-1188	\$130,000	\$ 0	\$130,000
3. Real Estate: 611 16 <sup>th</sup> Place Chicago Heights, IL 60411 PIN #32-19-318-031-0000	\$120,000	\$ 40,000	\$ 80,000
4. Real Estate: 317 W. Hickory Street Chicago Heights, IL 60411 PIN #32-20-326-044-0000	\$ 85,000	\$ 31,000***	\$ 54,000
5. Real Estate: 1902 Boston Street Chicago Heights, IL 60411 PIN #32-30-211-011-0000	\$ 65,000	\$ 20,000	\$ 45,000
6. Real Estate: 815 E. Glenwood Lansing Rd Glenwood, IL 60425 PIN #32-11-102-024-1024	\$ 75,000	\$ 0	\$ 75,000
7. Real Estate: Kwojuh Quarter, Zang-Tabi Metta, NW Prov. Cameroon	\$ 50,000	\$ 0	\$ 50,000
<b>Real Estate Subtotal:</b>	<b>\$ 890,000</b>	<b>\$ 346,000</b>	<b>\$544,000</b>

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Category: PERSONAL PROPERTY	Gross Value	Encumbrance	Net Worth
1. Taxed Deferred Annuity MetLife Ins. Co.	\$110,000	\$ 0	\$110,000
2. Taxed Deferred Annuity First Investor Co.	\$ 2,000	\$ 0	\$ 2,000
3. Taxed Deferred Annuity Prairie Trail Credit Union	\$ 300	\$ 0	\$ 300
4. Checking Account First Midwest Bank	\$2,500	\$ 0	\$ 2,500
5. Checking Account First American Bank	\$500	\$ 0	\$ 500
6. Household Things	\$50,000	\$0	\$50,000
7. Vehicle (Mercedes Benz)	\$20,000	\$ 0	\$ 20,000
8. Vehicle (Range Rover)	\$ 6,000	\$ 0	\$ 6,700
<b>Personal Property Subtotal</b>	<b>\$192,000</b>	<b>\$ 0</b>	<b>\$ 192,000</b>
Category: LIABILITIES	Gross Value	Encumbrance	Net Worth
1. Resource Mortgage Solutions	\$ 0	\$190,000*	(\$190,000)
2. First American Bank Credit Line	\$ 0	\$ 65,000**	(\$ 65,000)
3. First Midwest Bank Credit Line	\$ 0	\$ 31,000***	(\$ 31,000)
4. Credit Cards Orchard Bank	\$ 0	\$ (2,600)	(\$ 2,000)
5. Credit Cards Chase Bank	\$ 0	\$ (6,000)	(\$ 6,000)
6. Credit Cards Chevy Chase/ Astra Funding	\$ 0	\$ (23,000)	(\$ 13,000)
<b>Liabilities Subtotal (Excluding Mortgages)</b>		<b>\$ 31,600</b>	<b>(\$ 21,000)</b>
<b>TOTAL NET WORTH OF FIRST PARTY</b>			<b>\$ 715,000</b>

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**ROSEMARY TABOD (Second Party)**

<b>Category</b>	<b>Gross Value</b>	<b>Encumbrance</b>	<b>Net Worth</b>
1. Real Estate:	\$ 0	\$ 0	\$ 0
2. Personal Property:	\$ 1,000	\$ 0	\$ 1,000
3. Liabilities:	\$ 0	\$ 0	\$ 0
<b>TOTALS.....</b>	<b>\$ 1,000</b>	<b>\$ 0</b>	<b>\$ 1,000</b>
<b>TOTAL NET WORTH OF SECOND PARTY</b>			<b>\$ 1,000</b>

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