



Doc#: 1518229062 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/01/2015 03:45 PM Pg: 1 of 5

Notice of Post-Nuptial Agreement

Name and Address of the Preparer:

Matthew Riley
500 N Michigan Ave Suite 600
Chicago, Illinois 60611

Name and Address of Recorder:

Tracey Briggs
3248 N Sheffield Ave, #1
Chicago, Illinois 60651

THE AGREEMENT:

Effective June 7, 2015, the married spouses, Tracey Briggs ("Tracey") and Richard Hanchette ("Richard") agreed to a Post-Nuptial Agreement ("Agreement") involving property at 3248 N. Sheffield, #1, Chicago, IL 60657 ("Subject Property"), further described below. In relevant part, the parties agreed that:

1. The Subject Property would be considered, for any and all purposes following the effective date of the agreement, then and thereafter, the sole and exclusive non-marital property of Tracey Briggs, as defined in the Agreement. (Section 1(a)(6)(B): "RICHARD hereby waives any interest RICHARD has, may have had, and may have acquired in and to the real property located at ... 3248 N. Sheffield Ave., Chicago, Illinois 60657, including, without limitation, Homestead rights. RICHARD and TRACEY hereby agree that the real property located at ... 3248 N. Sheffield Ave., Chicago, Illinois 60657 shall be TRACEY's Non-Marital property, as defined by this Agreement.").
2. Richard waives any interest in the Subject Property.
3. Tracey has full control of, and over the Subject Property, and shall have the sole right to sell, lease, assign, grant, release, convey, mortgage, pledge or otherwise deal with or dispose of the same and receive all moneys, rents, issues, income and profits thereof without any restrictions whatever and without the consent of or interference from Richard.
4. Tracey, in selling, leasing, assigning, granting, releasing, conveying, mortgaging, pledging, or otherwise dealing with or disposing of the subject property shall have the sole, exclusive, and full power to make any and all transactions and execute documents effecting any transaction involving the Subject Property, independently and without the consent or privities of Richard, to the same extent and as fully as if their marriage had not taken place.
5. In no case shall the Subject Property be held liable or subject to the individual or non-marital liabilities or debts of, or claims against, Richard.

THEREFORE, Tracey Briggs, holds all interest in the following described real estate situated in the County of Cook, in the State of Illinois, to wit:

UNIT 1 IN THE 3248 NORTH SHEFFIELD CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 44 IN BLOCK 5 IN BAXTER'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM, RECORDED AS DOCUMENT 98872807, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

Permanent Index Numbers: 14-20-424-043-1003

Property Address: 3248 N. Sheffield, #1, Chicago, IL 60657

THE FOLLOWING PAGES PROVIDE THE PARTIES SIGNATURES TO THE AGREEMENT

CCRD REVIEWER _____

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6(j) Complete and Exclusive Agreement. This Agreement contains all the terms of the agreement between the parties, and there are no prior or contemporaneous agreements or promises of any kind that shall have the ability to modify or supplement it.

6(k) Counterparts. This Agreement shall be effective whether executed as a single document or executed in two counterparts and taken together shall be deemed a single binding and enforceable instrument. Any telecopy of this Agreement will be deemed an original document. Copies of this Agreement shall have the same cause and effect as an original, and the parties expressly waive any right to assert that such copies fail to comply with the "Best Evidence Rule", Rule 1002 of the Federal Rules of Evidence, or any equivalent rule or law of evidence of any other jurisdiction.

6(l) This Agreement shall not be construed against and/or in favor of either party due to the fact that TRACEY's attorney drafted this Agreement.

6(m) Illinois Rule of Professional Conduct 3.7(a) provides in pertinent part, "A lawyer shall not act as advocate at a trial in which the lawyer is likely to be a necessary witness. ...". Each party to this Agreement acknowledges that because TRACEY's lawyer represented her in reaching this Agreement, her lawyer may be called as a witness in any litigation concerning this Agreement. Each party to this Agreement further acknowledges that Rule 3.7(a) may require TRACEY's lawyer to withdraw from such litigation, and may entitle RICHARD to object to the representation by TRACEY's lawyer, if TRACEY's lawyer is called upon to testify. Each party represents that TRACEY's lawyer is most familiar with the circumstances of this Agreement, and exclusion of TRACEY's lawyer from representation because of objection from RICHARD would work a substantial hardship on TRACEY. Insofar as an objection from RICHARD is concerned, each party therefore desires to invoke the exception in Rule 3.7(a)(3) to the general rule in Rule 3.7(a) that allows an attorney both to undertake representation and to testify if failure to represent "would work a substantial hardship on the client." Anything in Rule 3.7(a) to the contrary notwithstanding, and despite the possibility that TRACEY's lawyer may be called as witness, RICHARD hereby, to the extent allowed by law, waives any objection that he may have to TRACEY's lawyer representing TRACEY in litigation concerning this Agreement, when such objection is founded on Rule 3.7(a) or similar rules, and pertains to potential testimony concerning the formation or execution of this Agreement. Nothing in this paragraph shall waive any objection that TRACEY may have to her own lawyer representing her in litigation concerning this Agreement, whether based upon Rule 3.7(a), or otherwise. Each party also acknowledges that the court, *sua sponte*, may disqualify TRACEY's lawyer pursuant to Rule 3.7(a) despite the waivers contained in this paragraph 6(m).

IN WITNESS WHEREOF, the parties have set their hands and seals on this day and year first above written.


TRACEY BRIGGS

RICHARD HANCHETTE

NAME AND ADDRESS OF PREPARER:

Matthew Riley
Vitruvian Law LLC
500 N. Michigan Ave.
Suite 600
Chicago, Illinois 60611



TRACY BRIGGS

RICHARD HANCHETTE

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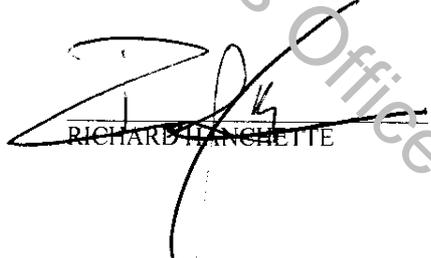
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TRACEY BRIGGS


RICHARD HANCHETTE

NAME AND ADDRESS OF PREPARER:

Matthew Riley
Vitruvian Law LLC
500 N. Michigan Ave.
Suite 600
Chicago, Illinois 60611

TRACY BRIGGS


RICHARD HANCHETTE

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STATE OF ILLINOIS)
)
COUNTY OF COOK) S.S.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that TRACEY BRIGGS, personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1 day of June, 2015



Akasha Terrier

Notary Public

Notary Public
My commission expires on 6 September 2016

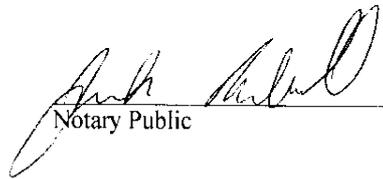
Cook County Clerk's Office

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STATE OF OHIO)
) S.S.
COUNTY OF CUYAHOGA)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that RICHARD HANCHETTE, personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26th day of May, 2015



Notary Public

Notary Public
My commission expires on 3-21-2016.



JOSHUA RANDALL
Notary Public, State of Ohio
My Comm. Expires 3-21-2016
Recorded in Lake County

Property of Cook County Clerk's Office