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ANTE-NUPTIAL AGREEMENT

we, ALBERT F. DeMICHAEL of 5700 North Osage, Chicago, Illinois (hereinafter referred to as Husband), and JOSEPHINE BOCHENEK of 3412 North Pacific Avenue, Chicago, Illinois (hereinafter referred to as Wife), contemplate entering into marriage.

Husband now owns the property listed on Schedule "A" and Wife now owns the property listed on Schedule "B", both of which are attached hereto and made a part hereof. Schedule "A" constitutes his entire estate, and Schedule "B" constitutes her entire estate.

We make this Agreement, in duplicate, on this 3rd day of July, 1986, to prescribe, limit and determine the interest and control which each of us will have in the Estate of the other of us in Part I; and in case the marriage ends in Dissolution/Divorce, as set out in Part II.

PART I

ESTATE:

1. In the event of the death of the Wife during the continuance of the marriage, the Husband surviving her, then the Husband shall receive nothing from the Estate of the Wife; and he agrees that he will make no claims to any part of the Estate; and he hereby releases, waives and relinquishes all right of courtesy, dower, statutory fee, homestead, surviving spouse's award, right to renounce the Will of the Wife, or other right in and to the property, real or personal, which the Wife now owns or may hereafter acquire.
2. In the event of the death of the Husband during the continuance of the marriage, the Wife surviving him, then the Wife shall receive nothing from the Estate of the Husband; and she agrees that she will be bound by the same conditions as set forth in Paragraph 1. above.

Albert F. De Michael

*Josephine Bochenek
atk/s De Michael*

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3. Husband during the continuance of the marriage, will support the Wife and provide a home for her.
4. Each party may make such disposition of his or her property as the case may be by gift, intervivor trust, or Will, during his or her lifetime as each sees fit, and may make gifts for the benefit of the other.
5. During the continuance of the marriage, each of the parties is to have the full right to own, control, and dispose of her or his separate property the same as if the marriage did not exist; and each of the parties is to have the full right to dispose of and sell any and all real or personal property now or hereafter owned by either of them without the other party joining.

It is further agreed that in case either of the parties desires to mortgage, sell or convey his or her real or personal estate, the other will join in the deed of conveyance or mortgage as may be necessary to make the same effectual.

6. One of the purposes of this Agreement is to define and limit the claims and demands which each of the parties shall have against the Estate of the other. Should either party die during the pendency of this contract, the claims herein stipulated and defined shall be the limit which either party may have against his or her Estate. It is understood that both parties have previously been married. The Husband has one child, namely, Richard DeMichael. The Wife has three children, namely, Joseph Bochenek, Norman Bochenek and Gloria Bochenek Hornbaker, now married. Both parties are fully aware that under the present laws of the State of Illinois, survivor would be entitled to one-half of the net estate of the first to pass on by death. During the pendency of the marriage by intestacy, or one-third by exercising her or his right of renunciation of deceased's Will, if it were not for this Agreement.

Albert J. DeMichael

*Josephine Bochenek
DeMichael*

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

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Handwritten notes or signatures on the right margin.

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PART II

DISSOLUTION/DIVORCE

1. The Husband, so long as he remains married to the Wife, shall provide a home and reasonable support and care.
2. The Wife shall maintain the household for the benefit of the parties.
3. In consideration of the foregoing provisions made and to be made by the Husband for her benefit, the Wife hereby waives, discharges and releases any right, title and interest whatsoever that she may acquire in the property or estate of the Husband at any time hereafter by reason of the marriage.
4. The Husband similarly restates Clause 3 above of Part II.
5. The parties hereto agree that in the event that a Judgment of Divorce, Dissolution of Marriage, Legal Separation, or any temporary Chancery orders are entered, then the following shall apply:
 - A. That each party has made full disclosure as set forth in Schedule "A" and Schedule "B" of their respective assets prior to the marriage.
 - B. That it is agreed that such property shall remain their separate property subsequent to the date of marriage and in the event of a termination of the marriage by Divorce or Dissolution of Marriage that such property and the appreciation in said property or property acquired in exchange for said property shall remain the property of the respective parties free of any claim of either.
 - C. That parties further covenant and agree that upon the termination of the marriage by Divorce or Dissolution, all appreciation of marital property acquired during the course of the marriage of the parties shall be owned in proportion to their initial contribution unless otherwise agreed in writing executed by both parties. The parties further agree that all assets or property acquired after the marriage not held in Joint Tenancy or Tenancy-in-Common shall upon divorce or dissolution be distributed to that party in whose name the asset or property is held.

Albert J De Michael

*Josephine Borchardt
vs
Albert J De Michael*

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D. It is also agreed that neither party will seek alimony, maintenance, or temporary alimony or maintenance from the other, nor seek any lump sum distribution of property.

6. Both parties acknowledge that PART II of this Agreement has been fully explained and both parties understand that the marriage would not take place without this Agreement given full force and effect.

THIS AGREEMENT is entered into with full knowledge that each of the parties has a separate estate, and no claim or demand can be predicated upon the fact that there has been any misrepresentation or concealment as to the amount and condition of either's separate estate. Husband and Wife agree that each has fairly and fully disclosed to the other, his and her present financial worth and that he and she have had the opportunity to make investigation thereof, and it is expressly agreed that each of the parties considers the amount hereinabove fixed to be sufficient participation in the estate of the other.

THIS AGREEMENT shall be effective only in the event the contemplated marriage between Husband and Wife actually takes place and is existing as of the date of death of either party or as of Dissolution/Divorce date.

HUSBAND SCHEDULE A

- 1) Owns a 1986 Chevrolet
- 2) Residence and contents at 5700 North Osage, Chicago, Illinois
- 3) Cash and savings in his accounts remains his property, in the amount of \$100,000.00 at Talman, Columbia Banks.

WIFE SCHEDULE B

- 1) Residence and furnishings located at 3412 North Pacific, Chicago, IL. The real estate will be sold and proceeds for wife's benefit only.
- 2) Savings of approximately \$50,000.00 at Cragin Savings.

Albert J. DeMichael

*Josephine Rosemick
De Michael*

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We have executed this Agreement consisting of Five pages, including Schedules "A" and "B", and on the bottom of each page we have signed our names for greater security and better identification on the date set forth above.

Should any clause or paragraph be deemed void by Court of Law, the rest of the Agreement shall be in full force and effect.

Albert F. DeMichael
Albert F. DeMichael

Josephine Bochenek
Josephine Bochenek
De Michael

Albert F. DeMichael

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

Before me, a notary public, personally appeared ALBERT F. DeMICHAEL and JOSEPHINE BOCHENEK, and known to me to be the same persons whose names subscribed to the foregoing instrument, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3rd day of July, 1986.

Anthony M. Payne
Notary Public

My Commission Expires Oct. 2, 1989
My Commission Expires

Josephine Bochenek
De Michael

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ASSESSOR

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Amendment to ANTE-NUP TIAL AGREEMENT
Dated July 3, 1986

The following clause shall be added to that agreement, all other clauses of that agreement shall remain in full force and effect:

1, Josephine Bochenek, a.k.a. Josephine DeMichael will sell her home in 1986. She will then reside with Albert F. DeMichael at 5700 N. Osage, Chicago Ill.

In the event that Albert F. DeMichael should predecease Josephine DeMichael; then Josephine DeMichael shall have a reasonable time to vacate 5700 N. Osage, Chicago Illinois prior to the heirs of Albert F. DeMichael taking possession.

In order to obtain new residence or apartment

Albert F. DeMichael

Josephine Bochenek DeMichael

Subscribed and sworn before me this 3rd day of July 1986
Androgen Langer

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181 N. W. 1st St. Chicago, Ill. 60601

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