89077263

LEGAL DESCRIPTION OF PREMISES AT:
1325 Pine Street
Glenview, IL 60025

Lot 13 in Wyatt & Coon's Oakwood Knoll Unit No. 1, a sub. of parts of Lots 4 & 5 in Hattendorf's Sub. of that part of Lot 1 of Assessor's Div. of Section 35, Township 42 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Number: 04-35-123-009-0000

89077263

RETURN RECORDED DOCUMENT TO:

Bernard Hammer, Ltd.
Attorney at Law
180 N. LaSalle Street, #2820
Chicago, IL 60601

The undersigned Bernard Hammer, attorney-at-law, certifies that the attached Antenuptial Agreement dated April 22, 1987, is a true copy of the original as provided to the undersigned.

Bernard Hammer

ANTENUPTIAL AGREEMENT

Agreement made April 22, 1987, between PAUL F. SYLVESTER, of Glenview, Illinois ("Paul"), and SHEILA BRUGGEMEIER, of Evanston, Illinois ("Sheila").

Whereas, it is the intention of the parties herein to be married to each other;

Whereas, in anticipation of the intended marriage, Paul and Sheila desire to express in writing their agreement that, except as hereinafter specifically provided, their marriage shall not in any way change their existing rights, or the rights of their heirs (exclusive of the parties) or of their devisees, legatees and beneficiaries in the property now owned or hereafter acquired by each of the parties;

Whereas, the parties believe that unfortunate disputes and misunderstandings can be avoided by settling now their respective rights in the unlikely event their marriage should terminate other than by death;

Whereas, Paul and Sheila have furnished and fully disclosed to each other a description of substantially all of the real and personal property, wherever located, now owned by him or her, and any trust in which he or she may have a beneficial interest, and an estimate of the approximate present value thereof, copies of which descriptions and estimates are set forth in the Schedules of Assets attached to this Agreement;

Whereas, it is the intention of both parties to retain all of their respective separate property rights in property now owned or hereafter acquired by each;

Whereas, Sheila understands that by entering into this Agreement, she may receive substantially less than the amount to which she would otherwise be entitled either as Paul's widow upon his death or in any proceeding for dissolution of marriage, legal separation, declaration of invalidity, or other similar proceeding;

Whereas, Paul understands that by entering into this Agreement, he may receive substantially less than the amount to which he would otherwise be entitled either as Sheila's widower upon her death or in any proceeding for dissolution of marriage, legal separation, declaration of invalidity, or other similar proceeding;

Whereas, the parties hereby acknowledge that Paul has had the advice and counsel of Charles D. Fox IV, of the law firm of Schiff Hardin & Waite, of Chicago, Illinois, as evidenced by the certification of Charles D. Fox IV to that effect, and Sheila has had the advice and counsel of Steven F. Schwab, of Chicago, Illinois, as evidenced by the certification of Steven F. Schwab to that effect, in the preparation of this Agreement and that the rights of each of them in the property described herein have been fully explained to them, that the legal effect of this Agreement has been fully explained to them, and that they understand the terms, provisions and legal effect of this Agreement.

Now, therefore, in consideration of the marriage of the parties and of their mutual promises and agreements, they agree as follows:

SECTION ONE

A. Any income and property, real or personal, acquired by either party before or after their marriage in his or her individual name (including, but not limited to, any wages, salary, pension, profit-sharing, employee benefit or retirement plan), property acquired by a party by gift, bequest, devise, or descent, any interest in any trust created by or for the benefit of a party before or after their marriage, any property received in exchange for any such property, any monies, rents, income, gains or profits from such property, and any appreciation in the value of such property (whether or not by the efforts of a party) is the "separate property" of that party, and shall remain the separate property of the party owning or obtaining the property, or having the beneficial interest in the trust, it being the intention of the parties that no such income, assets or interests shall ever be treated, regarded, or construed as "marital property" within the meaning of Illinois law or similar statutes or community property under the law of any other jurisdiction in which they, or either of them, shall be domiciled or residenced. Each of the parties shall have full control of his or her separate property and shall have the right to lease, sell, convey, mortgage, exchange, transfer, or otherwise dispose of the same and receive all monies, rents, income and profits thereof (such amounts also being considered the separate property of that party) without any restrictions whatever and without interference from the other party.

B. Each of the parties agrees to pay his or her own liabilities and debts, whenever contracted, and in no case shall either party or such

party's separate property be held liable or subject to the liabilities or debts of, or claims against, the other party in any manner. However, nothing contained herein shall relieve either party from any obligation to provide for the reasonable support of the other party not covered by other sources during the marriage of the parties.

C. Sheila shall have the right at any time during the marriage to purchase from Paul a fifty percent interest as tenant in common in any residential property owned solely by Paul and occupied by Sheila and Paul as their primary residence (the "primary residence"). The purchase price shall be fifty percent of the original purchase price paid by Paul for such residence. In determining the purchase price, Sheila shall be credited with those amounts she has contributed to or for the benefit o. Paul to enable him to meet and pay off any obligation incurred by Paul in connection with his original purchase of said primary residence.

SECTION TWO

A. Except as otherwise provided in this Agreement, each party hereby waives, discharges and releases:

1. Any and all right, title or interest whatsoever that he or she may acquire by operation of law, upon their legal marriage, in the separate property of the other party as defined in this Agreement; and

2. Any and all claims and rights whatsoever that he or she may acquire by reason of surviving the other party as widow or widower, including the right:

(a) To share in the estate of such other party upon the latter's death, by way of dower, curtesy, spouse's award or allowance, distribution in intestacy or other type of statutory allowance;

(b) To renounce or elect to take against the provisions of any trust in which such other party may have an interest, such other party's last will or any codicil thereto, or other form of transfer taking effect at such other party's death; and

(c) To act as executor, administrator or other legal representative of such other party's estate.

B. The parties intend this section to be construed so that each party may deal with his or her property and any trust in which he or she may have an interest as if their marriage had not taken place, and, except as otherwise expressly provided, on the death of either party, the estate of Paul or Sheila, and any trust in which he or she may have an interest, will be administered, descend and be distributed in exactly the same way and to the same heirs, distributees, devisees, legatees or beneficiaries as if the other party had predeceased the party so dying. Nothing contained in this section or in this Agreement, however, is intended to preclude either party from voluntarily making provisions for, or granting powers or rights to, the other party in and by the former's last will or any codicil thereto or a trust agreement or from voluntarily making lifetime gifts to the other or from acquiring property in their joint names, and nothing contained in this section or in this Agreement shall be deemed to constitute a waiver by either party of any bequest, legacy, or gift that may be voluntarily granted to him or

her, or of the right to exercise any powers or rights voluntarily granted to him or her, by the other party. Any gift voluntarily made to a party shall become the separate property of that party, but, if any action for dissolution of marriage or similar proceeding is instituted, no oral agreement between the parties to make a gift or gifts from one party to the other shall be valid or enforceable.

C. Paul agrees that he will execute a will (or revocable trust) leaving Sheila, if he predeceases Sheila, an outright cash bequest of $25,000. In addition, if Sheila has purchased a fifty percent ownership interest in the primary residence pursuant to paragraph C of Section One of this Agreement, Paul will give his interest in such primary residence to Sheila, if he predeceases Sheila.

D. Sheila agrees that, if she has purchased a fifty percent ownership interest in the primary residence pursuant to paragraph C of Section One of this Agreement, she will execute a will (or revocable trust) leaving Paul her interest in the primary residence, if she predeceases Paul.

SECTION THREE

A. If any action for dissolution of marriage, legal separation, declaration of invalidity of their marriage, or similar proceeding is instituted, each party waives any rights or claim to temporary or permanent alimony, alimony pendente lite, attorney's fees (other than fees incurred in any court determination of custody of any children that may be born of the marriage of the parties), or any other right, claim or demand such party may have against the other party; except that, if any such action be filed, Paul

agrees to pay Sheila the sum of $25,000. This payment shall be made within three months of the separation. The parties agree and understand that the payment of $25,000 required hereunder is in lieu of alimony and maintenance and is intended to be deductible by Paul and taxable to Sheila pursuant to the Internal Revenue Code of 1986, as from time to time amended, to the extent permitted by law. Paul also agrees to pay Sheila within three months of the separation the sum of dollars equal in value to those amounts Sheila has contributed to or for the benefit of Paul to enable him to meet and pay off any obligation incurred by Paul in connection with his original purchase of the primary residence, if Sheila has not purchased a fifty percent interest in the primary residence pursuant to paragraph C of Section 1 of this Agreement.

B. Notwithstanding the foregoing provisions of paragraph A of this Section, Paul and Sheila may, by written agreement, contract for payments of alimony, maintenance or child support, or unallocated alimony, maintenance, and child support, in connection with any dissolution proceeding, and the foregoing provisions of paragraph A apply only if an agreement cannot be reached by the parties.

C. If any action for dissolution of marriage or similar proceeding is instituted, notwithstanding the marital property laws of Illinois or similar statutes or community property laws under the law of any other jurisdiction in which they, or either of them, shall be domiciled or residenced, any separate property of a party shall remain the separate property of that party and shall not be considered or become "marital property," and the other party shall have no rights or interests whatsoever in such property even if marital property is used to maintain or improve it during the time of the marriage; provided, however, that the other party

shall be entitled to reimbursement for his or her marital property so used. Any property jointly acquired by the parties in some form of co-ownership or acquired with marital funds after the marriage shall be presumed to be marital property.

D. Nothing contained in this section or in this Agreement shall be deemed to preclude Sheila or Paul seeking child support from the other for any child born of the marriage of the parties.

E. Both parties agree that the purpose of this section is to promote marital harmony and to discourage either party from obtaining monetary benefits by a breach of the marital relationship.

SECTION FOUR

A. Each party agrees, on behalf of himself or herself and of his or her heirs, executors, administrators, and assigns, that he or she, or they shall perform such other acts, and shall execute and deliver any other instruments or documents, necessary or convenient, to give effect to the provisions of this Agreement.

B. In selling, leasing, assigning, granting, releasing, conveying or otherwise dealing with the property of either party, the party whose property is being so dealt with shall be and hereby is constituted the other party's attorney-in-fact and as such shall have full power in the name of such other party or in the joint names of both parties to join in the contemplated transaction and execute documents to effect it on behalf of such other party, independently and without the consent or privity of such other party, to the same extent and as fully as if their marriage had not taken place.

SECTION FIVE

Each party hereby acknowledges that he or she has given full consideration to the net worth of the other party and that he or she is entering into this Agreement freely, voluntarily and with full understanding of all of its provisions.

SECTION SIX

A. This Agreement shall come into effect only if the parties are hereafter legally married, as presently contemplated, and on coming into effect shall be binding on and shall inure to the benefit of the parties and their respective heirs, legatees, devisees, executors, and administrators and assigns.

B. If any part or parts of this Agreement shall be held invalid, the parties intend that the remaining parts shall nevertheless be valid and enforceable.

C. The provisions contained in this Agreement represent the entire understanding of the parties with respect to their respective property and marital property rights. This Agreement may be modified, amended, or rescinded at any time after the parties are legally married by a subsequent written agreement between the parties.

SECTION SEVEN

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. It is intended that this

* * *

Agreement shall continue to be valid and effective no matter where the parties are domiciled at any time in the future.

In Witness Whereof, the parties hereby sign this Agreement on the day and year first above written.

Paul F. Sylvester

Witnesses:

I, Charles D. Fox IV, certify that I have fully explained to Paul F. Sylvester his rights as the spouse of Sheila Bruggemeier in the absence of this Agreement and the legal effect of this Agreement on those rights.

Charles D. Fox IV

Sheila Bruggemeier

Witnesses:

I, Steven F. Schwab, certify that I have fully explained to Sheila Bruggemeier her rights as the spouse of Paul F. Sylvester in the absence of this Agreement and the legal effect of this Agreement on those rights.

Steven F. Schwab

Paul F. Sylvester
Schedule of Assets

Assets

1.	Cash on hand and in banks	$135,000
2.	Two automobiles	17,000
3.	Earnest Money deposit on residence at 1325 Grove Street, Evanston, Illinois	23,350
4.	Personal belongings (furniture, silver, etc.)	20,000
5.	Beneficial interest in estate of Eleanor M. O'Brien, deceased	177,000
6.	½ tenant in common interest in undeveloped real estate in Door County, Wisconsin	25,000
7.	Possible beneficiary of estate of mother, Mary Jane O'Brien Sylvester	--
	Total	$397,350

Liabilities

None

Paul F. Sylvester

I reviewed this Schedule of Assets on May 1, 1987.

Sheila Bruggemeier

Sheila Bruggemeir
Schedule of Assets

Assets

1. Possible beneficiary of estate of parents --

Liabilities

None

Sheila Bruggemeier

I reviewed this Schedule of Assets on May 1, 1987.

Paul F. Sylvester

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, a Notary Public in and for said County and State, hereby certify that Paul F. Sylvester, 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 he signed and delivered that instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, and, including the granting of the power to the extent provided in the said instrument to release and waive the right of homestead.

Given under my hand and notarial seal, this 22nd day of April, 1987.

Notary Public

(SEAL)

89077263

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, a Notary Public in and for said County and State, hereby certify that Sheila Bruggemeier 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 and delivered that instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead, and including the granting of the power to the extent provided in the said instrument to release and waive the right of homestead.

Given under my hand and notarial seal, this 21st day of August, 1987.

Notary Public

(SEAL)

DEPT-01 RECORDING $25.40
T#2222 TRAN 5427 02/21/89 11:31:00
#1065 # A *-89-077263
COOK COUNTY RECORDER

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