

# UNOFFICIAL COPY



99701961

99701961

6518/0111 30 001 Page 1 of 8  
1999-07-22 13:46:04  
Cook County Recorder 67.50

## ANTENUPTIAL AGREEMENT

Antenuptial agreement made this 12th day of February, 1982, between Robert D. Green, prospective husband, and Virginia A. Holloway, prospective wife, both of 7924 South Kildare, City of Chicago, County of Cook, State of Illinois.

WHEREAS Robert and Virginia intend to marry and this agreement is made in consideration of that contemplated marriage; and

WHEREAS each owns property, either real or personal, the full nature and value of that property having been disclosed to the other party; and

WHEREAS the parties desire to retain their respective separate property rights in property presently owned by each; and

WHEREAS each party desires to release specific marital property rights in property owned by the other party,

NOW THEREFORE in consideration of the foregoing and of the promises and undertakings hereinafter set forth, the parties agree as follows:

### SECTION ONE

#### PROPERTY OF PARTIES

Each party to this agreement owns property subject to this agreement as follows:

A. Prospective Husband

1. Real Property

7924 S. Kildare, Chicago, Illinois

2. Personal Property

Vested pension rights through Chicago Transit Authority



# UNOFFICIAL COPY

- 2 -

99701961

B. Prospective Wife

1. Real Property

None

2. Personal Property

- a. Shares of Commonwealth Edison,  
Certificates #2-40420, #W0202593, #P020593.
- b. Shares of Northern Illinois Gas Co.,  
Certificate #1-728225.
- c. Jewelry including ruby ring, diamond.
- d. Tiffany lamp, cut glass vase and other  
antique household items.
- e. Silverware
- f. Holloway family albums

RDG  
N.A.H.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

99701961

## SECTION TWO

### CHILDREN BY PRIOR MARRIAGES

Each of the parties has the following adult children by a previous marriage:

1. Robert has the following child, living, by a previous marriage: Linda Green Murray of <sup>Orland Park, VAH RDG</sup> Alsip, Illinois.
2. Virginia has the following child, living, by a previous marriage: Wayne Holloway of Chicago, Illinois.

## SECTION THREE

### INTENT OF PARTIES

1. The parties hereto have the intent and desire to define and set forth the respective rights of each in the property of the other after their marriage.
2. The parties intend and desire that all property owned respectively by each of them at the time of their marriage, and all property that may be acquired by each of them from any source during their marriage, shall be respectively their separate property, except as otherwise provided herein.
3. The parties intend and desire that neither they nor their heirs shall have any claim in the others separate property.

## SECTION FOUR

### LIFE INSURANCE POLICIES

1. Any and all life insurance policies on the life of either party which shall be in existence on the date of the marriage including any accumulated interest, dividends or cash value, shall be considered separate property and subject to the waiver clauses of this agreement. Those policies are listed in Schedule "A" attached hereto. Nothing in the foregoing, however, shall prohibit either party from amending

# UNOFFICIAL COPY

99701961

- 4 -

such policies naming the other as prime beneficiary.

2. Prospective Husband, Robert, shall procure a life insurance policy on his life in the face amount of \$25,000.00 *RDG*  
Virginia shall be named as the full beneficiary of the life insurance policy to receive the full amount of the insurance policy benefits, including any accumulated interest or dividends thereon, on the death of Robert. *VA A*

3. Prospective Wife, Virginia, shall procure a life insurance policy on her life in the face amount of \$15,000.00 *RDG*  
Robert shall be named as the full beneficiary of the life insurance policy to receive the full amount of the insurance policy benefits, including any accumulated interest or dividends thereon, on the death of Virginia. *VA H*

## SECTION FIVE

### WAIVER

1. In consideration of the foregoing provisions, Virginia hereby waives, discharges and releases any right, title and interest whatsoever that she may acquire in the property or estate of Robert at any time hereafter by reason of the marriage.

2. Similarly, Robert hereby waives, discharges and releases any right, title and interest whatsoever that he may acquire in the property or estate of Virginia at any time hereafter by reason of the marriage.

3. Each party waives, discharges and releases any and all claims and rights that he or she may acquire by reason of the marriage:

- a. To share in the estate of the other party upon the latter's death, whether by way of dower, homestead, widow's allowance, statutory allowance or distribution in intestacy; and

- b. To elect to take against any last will and testament or codicil of the other; and
- c. To act as executor or administrator of the other party's estate; and
- d. To make any claim or demand on the separate property of the other or on the heirs, executors or administrators of the owner's estate for that separate property.

This provision shall serve as a mutual waiver of the right of election in accordance with the requirements of the laws of the State of Illinois.

4. Nothing herein shall be deemed to constitute a waiver by either party of any bequest or legacy that may be left to him or her by any will or codicil of the other. However, the parties acknowledge that no representations or promises of any kind whatsoever have been made by either of them to the other with respect to any such bequest or legacy.

SECTION SIX

LIFE ESTATE

As further consideration of the above waivers and releases Robert, in the event he predeceases Virginia, grants to Virginia the right to live in the premises at 7924 S. Kildare, Chicago, Illinois, free of the claims of any other party or person until such time as she remarries, moves out or dies. Upon Virginia's death, remarriage or moving, her interest in the property shall cease and full ownership will revert to the heirs of Robert.

# UNOFFICIAL COPY

99701961

- 6 -

## SECTION SEVEN

### DISSOLUTION BEFORE DEATH

The parties agree that in the event of a Dissolution of the marriage by reasons other than death, the parties may have an obligation each to the other by virtue of the Decree of Dissolution to pay reasonable alimony or support. Other than such reasonable alimony or support as may be awarded in a Decree of Dissolution both parties agree to waive any claim to the separate property of the other including dower, homestead, inheritance, and all and every other right which may have arisen as a result of the marriage. The parties further agree that the purpose of this paragraph is to promote marital harmony and to discourage either party from obtaining any monetary benefit by a breach of the marital relationship and the institution of legal proceedings for separation, dissolution or divorce.

## SECTION EIGHT

### LIABILITY FOR DEBTS

The debts contracted by each party hereto prior to their marriage are to be paid by the party who shall have contracted the same, and the property of the other party shall not in any respect be liable for payment thereof.

## SECTION NINE

### EFFECTIVE DATE

This agreement shall take effect upon the date the marriage of the parties has been solemnized under the laws of the State of Illinois.

# UNOFFICIAL COPY

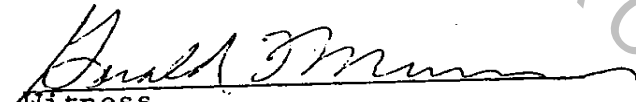
99701961

- 7 -

In witness whereof the parties acknowledging that they understand the terms, provisions and legal effect of this agreement have executed this agreement at Chicago, Illinois, on the day and year first written.

  
Robert D. Green

  
Virginia A. Holloway

  
Witness

MARIA PAPPAS COOK COUNTY TREASURER  
07/22/99 Receipt: 9+ Employee: JERRY Page: 1

P I N : 19-34-204-027-0000 Volume : 000407

Address : 7924 S KILDARE AV/CHICAGO, IL 606522209

Name : GREEN ROBERT D

Mailing : 7924 S KILDARE AV/CHICAGO, IL 606522209

99701961

Legal Description :  
Sub-Division Name : CRESTLINE HIGHLANDS SUB

Legal : CREST LINE HIGHLANDS SUB OF PART OF THE N E 1/4 AND PART OF THE N  
W 1/4 OF SEC 34-38-13 REC DATE: 06/23/1955 DOC NO: 16279076

ST-TN-RG BLOCK PT LOT  
34-38-13 0000177

# UNOFFICIAL COPY

## SCHEDULE "A"

99701961

Virginia's Insurance Policies

Prudential

36423-743

D56130136

M6743723

D46879930

Lutheran Mutual

713916

592609

*RDG* *RAH* Life Insurance Policy through Florsheim Shoe Co.

Robert's Insurance Policies

Life Insurance Travelers Insurance

Through CTA

*RDG* Life Mortgage through Occidental Life

*RDG* *RAH* Life Insurance Policy through Local 241 AFL-CIO

