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2000 063906

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
**ANTENUPTIAL AGREEMENT**  
2000 SEP -1 AM 11:06

THIS AGREEMENT is made the 1st day of September 2000, between Orlando Cruz, hereinafter referred to as "Orlando", and Linda C. Perez, hereinafter referred to as "Linda").

WHEREAS, a marriage is intended to be, shortly after the date hereof, solemnized between Orlando and Linda; and

WHEREAS, each of the parties is severally possessed of real and/or personal property in his and her own right, and each has made a full and frank disclosure to the other in relation to its character and amount as listed on exhibits A and B attached hereto and made a part hereof, and they have been advised as to their respective rights therein in the event of their marriage and in the absence of any agreement between them;

WHEREAS, each of the parties enters the marriage with debts in his/her own name and said lists of debts are part of Exhibits A and B, each party shall be solely liable for those debts in his/her own name.

WHEREAS, each has acquired substantially all of his or her separate property independently of and without the joinder, help, or assistance of the other; and

WHEREAS, each desires to keep all of his or her separate property, whether now owned or hereafter acquired, free from any claim of the other by virtue of the forthcoming marriage; and

WHEREAS, this Agreement is entered into with a full knowledge on the part of each as to the extent and probable value of the estate of the other and of all the rights conferred by law upon each in the estate of the other by virtue of said proposed marriage, but it is their desire that their respective rights to each other's estate shall be fixed by this Agreement, which shall be binding upon their respective heirs and legal representatives; and

WHEREAS, each desires to set forth their mutual agreement and understanding in writing; and

WHEREAS, each party declares that he or she has had independent legal advice or the opportunity to secure independent legal advice before entering into this Agreement, and each party acknowledges that he or she fully understands the legal effect of this Agreement and both parties acknowledge the free, intelligent and voluntary execution of the Agreement with no fraud, deceit or undue influence being exerted, and that the same is executed by them with the intent to be bound hereunder.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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PS  
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1. That all properties of any kind or nature, real or personal or mixed, wherever the same may be found, which belong to each party, shall be and forever remain the personal estate of said party, including interests, rents and profits which may accrue therefrom.

2. Orlando shall have full right and authority, in all respects the same as he would have unmarried to use, enjoy, manage, convey, mortgage, and dispose of all of his present and future property and estate, of every kind and character, ~~including the right and power to dispose of same by last will and testament.~~

3. Linda shall have full right and authority, in all respects the same as she would have unmarried, to use, enjoy, manage, convey, mortgage and dispose of all of her present and future property and estate, of every kind and character, ~~including the right and power to dispose of same by last will and testament.~~

4. That each party, in the event of a separation or dissolution of marriage, shall have no right as against the other by way of claims for alimony, attorney fees, costs, or division of property; however, in the event of litigation over custody of any of the parties' children, the parties shall be responsible equally for costs of any custody evaluation or appointment of Guardian Ad Litem.

5. That each party may make such disposition of his or her property, as the case may be, by gift or will during his or her lifetime, as each sees fit, and each party does consent that the estate of the other shall descend or be disposed of by will to the heirs legatees or devisees of that party, free and clear of any claim of inheritance or right of maintenance given by law either to the husband or the wife.

6. Each party now has in existence a life insurance policy, and said policies shall have as their beneficiary one half to the surviving spouse and one half to the children through a life insurance trust that allows payments for the health, education, and welfare of the parties' children.

7. Neither party intends by this agreement to limit or restrict his or her right to receive a transfer, conveyance, devise or bequest from the other.

8. If the marriage ends by death, the surviving spouse shall receive the entire estate of the deceased.

9. If the parties' marriage ends in divorce, each party shall give their children, until they reach the age of 21, one half of their estate through their Last Will and Testament and may give the other half to any person of their choosing.

10. Each party shall at the request of the other, execute, acknowledge the execution, and deliver such additional instruments as may be required in order to accomplish the intent of this Agreement.

11. In the event of separation or dissolution of marriage, any property, real or personal, jointly acquired and jointly titled, shall be divided equally between Orlando and Linda.

12. In the event of separation or dissolution of marriage, any debts jointly incurred shall be equally divided between Orlando and Linda. Debts acquired in the individual name of Orlando or Linda shall be the sole responsibility of the one acquiring said debts in his or her own name.

13. In the event of dissolution of marriage occurring within the first fifteen years of the marriage, Orlando shall be entitled to recover the \$6,100 engagement ring he purchase for Linda; and Linda shall be entitled to recover the wedding ring she purchased for Orlando. If a dissolution of marriage occurs after fifteen years of marriage, Linda shall retain the \$6,100 engagement ring purchased for her by Orlando; and Orlando shall retain the wedding ring purchased for him by Linda.

14. Nothing contained in this agreement shall be construed as absolving either party of his or her statutory duty to support any minor children of the marriage and to provide them with an education suitable to such party's circumstances.

15. This Agreement shall inure to the benefit of and be legally binding upon the parties hereto, and the heirs, executors, administrators, successors, and assigns of each of them, but shall take effect only in the even the parties become legally married to one another.

16. The parties may, by mutual, written agreement, amend, revoke or rescind this Agreement.

IN WITNESS WHEREOF, we have subscribed our names to this Antenuptial Agreement this 1 day of September, 2000.



*Orlando Cruz*  
ORLANDO CRUZ

*Linda C. Perez*  
LINDA C. PEREZ

WITNESSES:

Raylene M. Lyford, 9013 Indianapolis Blvd, Highland, IN 46322  
Rawakchius, 9013 Indianapolis Blvd., Highland, Indiana 46322  
Maulyn M. Lemore 9013 Indianapolis Blvd. Highland IN 46322

**EXHIBIT A**

*Personal and Real Property Belonging to Orlando Cruz Including but not limited to:*

- A. Real estate located at 5047 White Oak Avenue, East Chicago, Indiana 46312 (includes a building in the front and a building in the rear)
- B. 1968 RS/SS Convertible Camaro, VIN 124678L331986.
- C. All personal clothing and accessories.
- D. Citizens watch, and gold rope chain.
- E. \$6,100 engagement ring purchased for Linda (Only upon dissolution of marriage)
- F. Roxie the Rottweiler

*Personal Debts of Orlando Cruz*

- A. Home Mortgage, Account # 501244, with a balance of \$25,000.00 to-date held by Citizen's Financial Service, FSB.
- B. Parent/Student Loan, Account #30594548501, with a balance of \$7,700.00 to-date held by Northwestern University.
- C. Sallie Mae Corp., Account 3059454851, with a balance of \$21,000.00 to-date held by Sallie Mae Corp.

**EXHIBIT B**

*Personal Property Belonging to Linda C. Perez Including but not limited to:*

- A. Computer
- B. Bathroom towels, rugs, accessories
- C. Kitchen appliances
- D. Magnets
- E. Doughboy accessories
- F. Bedroom furniture (Beds, dressers, mattresses)
- G. Office bookshelf
- H. Luggage

- I. End tables
- J. Couches
- K. 26" TV and VCR
- L. Video Collection
- M. Washer and Dryer from rental property at rear of 5047 White Oak)
- N. Shar Pei (Poochie Smoochie)
- O. Domestic Cats (Sassy, Kiki, Smokie)
- P. Persian Cat (Nala)

*Personal Debts of Linda C. Perez*

- A. First Premier Bank, Account # 4610-0787-0125, with a balance of \$150.00 to-date.
- B. Sears, Account # #1-76096-70006-5, with a balance of \$100.00.
- C. Capital One, Account # 5291-1517-3633-7435, with a balance of \$150.00
- D. Chadwick's, Account # 141-1551-242, with a balance of \$200.00
- E. Axsep National Bank, Account # 805-010-192-9524-310, with no balance due to-date.
- F. Hospitality Federal Credit Union, Account # 151247, with a balance of \$1,200.

the Lake County Recorder!

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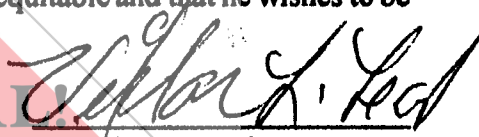


**ATTORNEY'S CERTIFICATE**

Victor L. Leal certifies that:

1. He is a duly licensed attorney admitted to practice in the State of Indiana.
2. He has fully advised Orlando Cruz regarding his rights and legal significance of the foregoing Agreement.
3. Orlando Cruz has acknowledged a full and complete understanding of the terms of the foregoing Agreement and has stated that he is entering into the Agreement freely and voluntarily and that he believes the provisions of the Agreement are fair and equitable and that he wishes to be bound by those provisions.

Document is  
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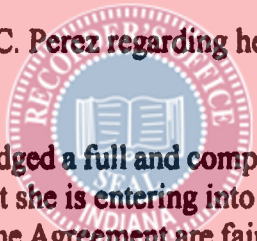
VICTOR L. LEAL  
Attorney at Law

Dated: Sept. 1, 2000

**ATTORNEY'S CERTIFICATE**

Barbara M. Shaver certifies that:

1. She is a duly licensed attorney admitted to practice in the State of Indiana.
2. She has fully advised Linda C. Perez regarding her rights and legal significance of the foregoing Agreement.
3. Linda C. Perez has acknowledged a full and complete understanding of the terms of the foregoing Agreement and has stated that she is entering into the Agreement freely and voluntarily and that she believes the provisions of the Agreement are fair and equitable and that she wished to be bound by those provisions.



BARBARA M. SHAVER  
Attorney at Law



### Official Stamp

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STATE OF INDIANA  
LAKE COUNTY  
FILED

2001 SEP -1 AM 11:06

RECORDER'S OFFICE

## Document Mail Back to Information Sheet

This is where you want the recorded document sent back to when it has completed the recording process.

Name Orlando Cruz

Address 5047 White Oak Avenue

City St Zip East Chicago IN 46312

Telephone (219) 378-1888

Signature Printed Orlando Cruz

Signature Written \_\_\_\_\_

Date of Signature 9/1/00

Check Number \_\_\_\_\_

Check Amount \$20.00

### Office Use Only

Check Equals Amount Due  Yes  No

Total \_\_\_\_\_

Initials \_\_\_\_\_