

STATE OF ALABAMA                    }  
   :  
SHELBY COUNTY                        }

**PRENUPTIAL AGREEMENT**

**WHEREAS** the parties to this Prenuptial Agreement, (hereinafter referred to as "Agreement") Jeffrey Mark Brown and Crystal Lynn Rivers are appointed to be legally married on the 15<sup>th</sup> Day of May 2018 and;

**WHEREAS** the parties desire that certain property rights each has in absence of a marital relationship be retained prior to their entering of a marriage relationship and the marriage be consummated, and;

**WHEREAS**, each party has herein disclosed and represented fully to the other the nature, extent and probable value of their respective property interests, both real and property, and all sources of income and said disclosures are entered in writing in the hand of each party and are signed and dated and attached hereto and incorporated herein, and;

**WHEREAS** Jeffrey Mark Brown and Crystal Lynn Rivers each acknowledge that they have either been represented by separate, independent counsel or that they have had ample opportunity to seek the advice of separate, independent counsel and waive the same, and;

**WHEREAS**, the parties desire to freely and voluntarily enter into this Agreement, believing it to be just and fair,

**NOW, THEREFORE** the parties, binding themselves, their heirs and assigns, in contemplation of their mutual promises, mutually agree as follows:

1. 1. That the real property located at 145 Love Lane, Sterrett, AL 35147, is the sole and exclusive property of Jeffrey Mark Brown. Jeffrey Mark Brown owns this property solely by deed recorded in Map Book #39, Page 009, Parcel Number 089321002127 in the records of the Office of the Judge of Probate, Shelby County, Alabama. Jeffrey Mark Brown paid for this property prior to the marriage.
1. 2. There is no other real property owned by either Jeffrey Mark Brown or Crystal Lynn Rivers and should the parties ever divorce, Jeffrey Mark Brown shall remain the sole owner of the property and residence and Crystal Lynn Rivers shall claim no interest therein. Each party shall be entitled to the exclusive right, title, interest and possession in and to his/her clothes, shoes, household furnishings, appliances, electronics, jewelry, firearms, tools, personal affects, artwork, and any and all other property that he/she brought into the marital home that he/she owned prior to the marriage and any and all personal property that he/she independently obtained after the marriage.
4. Both Jeffrey Mark Brown and Crystal Lynn Rivers have their own, individual

automobiles. Should the parties divorce, Jeffrey Mark Brown shall maintain sole and exclusive possession of his automobile and shall be solely and personally responsible for any debt that may be owed thereon and shall indemnify and hold Crystal Lynn Rivers harmless thereon. Likewise, Crystal Lynn Rivers shall maintain sole and exclusive possession of her automobile and shall be solely and personally responsible for any debt that may be owed thereon and shall indemnify and hold Jeffrey Mark Brown harmless thereon. Since divorce is not contemplated at this time, the value of the automobiles cannot be determined at the time of any divorce that may be desired by either party on a future date, however, both parties agree that any automobiles owned by the parties should a divorce occur should be owned and distributed as set out herein.

5. Both parties are the owners of certain independent, financial accounts in his/her own, individual names. Should the parties ever divorce, each party shall maintain the sole ownership of his/her separate financial accounts and each shall be solely entitled to the entire amount and balance of said accounts and neither party shall claim any part thereof of the other party's separate financial accounts. Also, any accounts accumulated by either party during the course of the marriage of the parties, shall remain the sole property of such party should the parties ever divorce, and the other party shall claim no part thereof. Should the parties open and maintain a joint account during the term of the marriage, then such joint accounts would be subject to fair and equitable division between the parties.
7. Any and all other property, whether real or personal, together with income, increase in value, rents, profits or dividends, acquired after the marriage by gift, inheritance or otherwise, from a third party, in their separate names, shall remain subject to the owning parties' control and use at all times, the same as if each were unmarried and neither party shall claim any interest in or to any such property accumulated or acquired by the other in his or her individual name should the parties ever divorce. Such property would then remain the sole property of the individual part that acquired such property during the term of the marriage.
8. Any property, real or personal, acquired by the parties during their marriage, in their joint names, in the event of divorce, shall be divided equally.
9. Each party agrees that they will not make any claim of any kind to the estate of the decedent spouse except as such decedent spouse may provide for the surviving spouse under a Last Will and Testament nor will said surviving spouse contest the Will of the decedent spouse. Each party hereby waives and releases any right of preference which either may have to administer the estate of the other or to serve as Executor or Executrix of the Will of the other, unless so named therein.
10. Further, should the parties ever contemplate and initiate a divorce from one another, neither party shall seek alimony either continuing or in gross from the other, nor shall they seek any interest in any inheritance, future incomes, stocks, bonds, retirement accounts, mutual funds, annuities or other such asset that is acquired and possessed in the

name of either individual party.

11. Notwithstanding the covenants and provisions of this Agreement, both parties shall have the right and privilege to transfer and convey to the other any property or estate, whether real, personal or a combination thereof, or interest therein, during his or her lifetime.

IN WITNESS WHEREOF, the parties have hereto set their hands and seal this the 4 day of May 2018.

Jeffrey Mark Brown  
Jeffrey Mark Brown

Crystal Lynn Rivers  
Crystal Lynn Rivers

STATE OF ALABAMA            }  
  :  
SHELBY COUNTY                }

Before me, the undersigned authority, a Notary Public in and for State and County aforesaid, personally appeared Jeffrey Mark Brown, who is personally known to me and who, being by me first duly sworn, both depose and say that he signed the above Prenuptial Agreement, voluntarily and with full understanding of its effect.

SWORN to and SUBSCRIBED before me on this the 4<sup>th</sup> day of May, 2018.



Christy McDonald  
NOTARY PUBLIC  
My Commission Expires: April 10 2021

20180507000155020 3/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
05/07/2018 12:22:35 PM FILED/CERT