

STATE OF ALABAMA)
JEFFERSON COUNTY)

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08/31/2020 08:50:16 AM
AGREEMNT 1/9

POSTNUPTIAL AGREEMENT 67519705-573377S

This Postnuptial Agreement, made and entered into this 23 day of April, 2019, at Birmingham, Alabama, by and between CHARLES MAURICE LINK, hereinafter referred to as "the Husband," and CHRISTINE MARIE LINK, hereinafter referred to as "the Wife."

WITNESSETH:

WHEREAS, the parties to this Agreement are presently married to each other and desire to remain married; and

WHEREAS, each of the parties owns property separately and jointly, the nature and extent of such property having been fully and fairly disclosed to the other party in the schedules attached hereto and made a part hereof; and

WHEREAS, the parties have agreed to fix and determine the rights, claims, and interests that will accrue to each of them in the property now owned or hereafter acquired by the parties in the event of the death of either party or in the event of divorce or dissolution of the marriage;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter made, and the continued marriage of the parties, it is agreed as follows:

I. Separately Owned Property.

- (A) The separately owned property of the Wife shall consist of the assets shown on Schedule A, attached hereto and incorporated herein by reference.
- (B) All of the Separately Owned Property, both realty and personalty, tangible or intangible, of each of the parties, as listed hereinabove, shall remain the separate property of each party respectively, title being confirmed in him or her, and the other party shall not obtain or retain any right, title, or interest of any kind in and to the property by virtue of the parties' continued marriage, or by virtue of any use or occupancy of the property, or by any other means, and each party hereby waives and surrenders any right, title, or interest in the property in the event of termination of the marriage by divorce or dissolution.

II. Death or Divorce of the Parties

- (A) In the event that the marriage of the parties shall be terminated by the death of the Wife or divorce of the parties, the Husband shall not be entitled to any portion of her separately owned property, as defined herein, whether or

not the parties are living together as husband and wife at such time, except that portion, if any, which he may receive by virtue of her will or by operation of law (including, but not limited to, joint bank accounts, life insurance, or other jointly owned property).

- (B) Except as otherwise provided in subparagraph A above, the Husband hereby waives, releases and relinquishes any and all claims and rights of every kind, nature or description that he may acquire by reason of the marriage in the Wife's Separately Owned Property or estate under the present or future laws of the State of Alabama or any other jurisdiction, including:

III. Disclosure of Property.

- (A) A full and complete disclosure of the separately owned property, including the assets, net worth and income of the Wife has been made to the Husband and a list of such property has been attached hereto as Schedule A and hereby incorporated by reference.
- (B) It is understood by both parties that the figures and amounts contained in Schedule A are approximately correct and not necessarily exact but are intended to be reasonably accurate based upon current market values.
- (C) A full and complete disclosure of the Husband's assets, net worth and income has been attached hereto as Schedule B and hereby incorporated by reference.
- (D) It is understood by both parties that the figures and amounts contained in Schedule B are approximately correct and not necessarily exact but are intended to be reasonably accurate based upon current market values.

IV. Consideration.

The consideration of this Agreement is the continued marriage of the parties and the mutual promises contained herein. The later institution of divorce or dissolution proceedings by either party shall not be deemed failure of consideration for this Agreement by either party. This Agreement shall bind and inure to the benefit of the parties and their respective heirs, executors and administrators.

V. Survival of Covenants.

The covenants contained herein shall survive the closing and execution of this Agreement, and the marriage of the parties.

VI. Specific Performance.

The parties to the Agreement recognize that it is impossible to measure in money the damages which will accrue if a party to this Agreement fails to perform any of the affirmative acts which he or she has covenanted to do hereunder. Therefore, in the event of a failure by either party to comply with the terms of his or her covenants herein, the aggrieved party, in addition to any other remedies available, shall be entitled to have recourse to a suit in equity for specific performance and any other appropriate equitable remedy, and shall be entitled to recover from the defaulting party the non-defaulting party's reasonable attorney's fees and costs of such legal or equitable action.

VII. Conflict of Laws.

Each of the parties of this Agreement is a resident of the State of Alabama and the contemplated marriage of the parties is to be solemnized in the State of Alabama. The validity and effect of this Agreement is to be determined under the laws of the State of Alabama, notwithstanding the change of domicile of either or both of the parties. The parties are familiar with the decisions of the Alabama appellate court in *Barnhill v. Barnhill*, 386 So.2d 749 (Ala.Civ.App. 1980) and *Tibbs v. Anderson*, 580 So.2d 1337 (Ala. 1991), and have endeavored to comply with the law as enunciated therein.

VIII. Severability.

The invalidity of any portion of this Agreement shall not affect the remaining portions hereof.

IX. Entire Agreement.

This Agreement constitutes the entire agreement between parties, and any change or modification of this Agreement must be in writing and signed by the parties hereto.

X. Acknowledgments of Disclosure.

(A) The Wife acknowledges that:

- (1) The assets, present net worth and income of the Husband have been fully and fairly disclosed to her, and the disclosure of the assets, present net worth and income of the Husband as contained in Schedule B attached hereto and made a part of this Agreement, has been carefully examined by her;

- (2) She has received the advice and counsel of T. Shane Smith, an independent attorney of her own choosing, concerning her rights as a surviving spouse in the deceased spouse's estate, the legal rights of each party of a marriage in the event of a divorce or separation, and her rights under this Agreement;
 - (3) She understands that by entering into this Agreement she is waiving and releasing many of her rights;
 - (4) She agrees that the transactions described herein are fair, just and equitable; and
 - (5) She is entering into this Agreement freely, voluntarily and with full knowledge of each party's interest in the estate of the other and its approximate value.
- (B) The Husband acknowledges that:
- (1) The assets, present net worth and income of the Wife have been fully and fairly disclosed to him, and the disclosure of the assets, present net worth and income of the Wife as contained in Schedule A attached hereto and made a part of this Agreement, has been carefully examined by him;
 - (2) The Wife has fully explained the assets, present net worth and income contained in Schedule A and has answered all his questions about such assets, present net worth and income;
 - (3) He has received the advice and counsel of Brad Latta, an independent attorney of his own choosing, concerning his rights as a surviving spouse in the deceased spouse's estate, the legal rights of each party of a marriage in the event of a divorce or separation, and his rights under this Agreement;
 - (4) He understands that by entering into this Agreement he is waiving and releasing many of his rights;
 - (5) He agrees that the transactions described herein are fair, just and equitable; and
 - (6) He is entering into this Agreement freely, voluntarily and with full knowledge of each party's interest in the estate of the other and its approximate value.

IN WITNESS WHEREOF, the parties have hereunto signed, sealed and acknowledged this

Agreement on this the 23 day of APRIL, 2019.

[Signature]
CHARLES MAURICE LINK

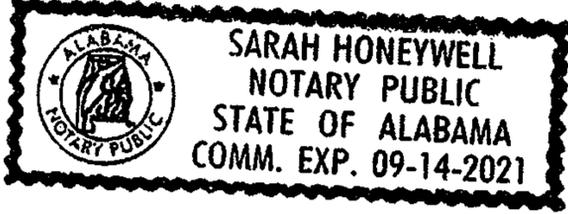
[Signature]
CHRISTINE MARIE LINK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, CHARLES MAURICE LINK, sign my name to this instrument this 23rd day of April, 2019, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this Postnuptial Agreement willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am nineteen (19) years of age or older, of sound mind, and under no constraint or undue influence.

[Signature] (SEAL)
CHARLES MAURICE LINK

Subscribed, sworn to and acknowledged before me by CHARLES MAURICE LINK, this 25th day of April, 2019.



(NOTARIAL SEAL)

[Signature]
Notary Public
My commission expires: 9-14-2021

STATE OF ALABAMA)
JEFFERSON COUNTY)

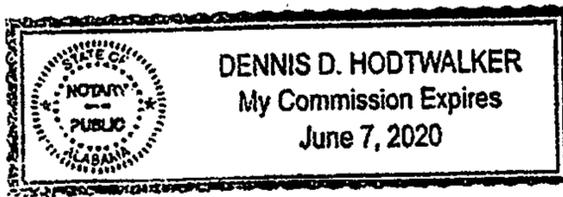
I, CHRISTINE MARIE LINK, sign my name to this instrument this 22 day of April, 2019, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this Antenuptial Agreement willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am nineteen (19) years of age or older, of sound mind, and under no constraint or undue influence.

Christine Marie Link (SEAL)
CHRISTINE MARIE LINK

Subscribed, sworn to and acknowledged before me by CHRISTINE MARIE LINK this
22 day of April, 2019.

[Signature]
Notary Public
My commission expires: _____

(NOTARIAL SEAL)



SEPARATE PROPERTY/NET WORTH/INCOME/ASSETS OF CHRISTINE LINK

The separate property referenced herein is a parcel of property located at 169 Golden Meadows Drive, Alabaster, Alabama 35007, valued at TWO HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$245,000.00), due to be purchased on August 11, 2019 by Christine Link.

My net worth is approximately [REDACTED]

My yearly income is approximately [REDACTED] ss.

I have ownership interest in the marital home, my vehicle, various retirement and pension funds, and the like, but for the purposes of this agreement, these are not being set forth as separate property.

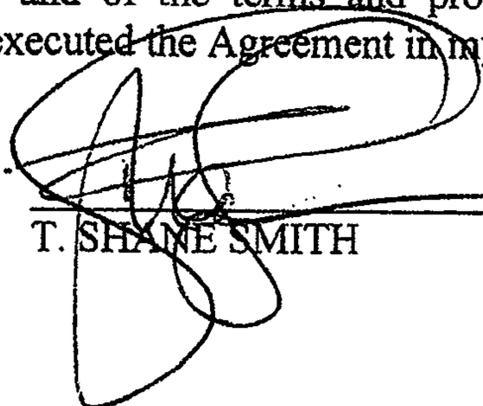
CERTIFICATION OF ATTORNEYS

I, Brad J. Latta, hereby certify that I am a duly licensed attorney, admitted to practice law in the State of Alabama; that I have consulted with CHARLES MAURICE LINK, a party to the foregoing Agreement, and that I have fully advised him of his property rights and of the legal significance of the foregoing Agreement; and that he has acknowledged a full and complete understanding of the legal consequences and of the terms and provisions of the foregoing Agreement and has freely and voluntarily executed the Agreement in my presence.



BRADLEY LATTA

I, T. SHANE SMITH, hereby certify that I am a duly licensed attorney, admitted to practice law in the State of Alabama; that I have consulted with CHRISTINE MARIE LINK, a party to the foregoing Agreement, and that I have fully advised her of her property rights and of the legal significance of the foregoing Agreement; and that she has acknowledged a full and complete understanding of the legal consequences and of the terms and provisions of the foregoing Agreement and has freely and voluntarily executed the Agreement in my presence.



T. SHANE SMITH

SEPARATE PROPERTY/NET WORTH/INCOME/ASSETS OF CHARLES MAURICE LINK

I have no separate property.

My net worth is approximately \$ [REDACTED]

I have ownership interest in the marital home, my vehicle, various retirement and pension funds, and the like, but for the purposes of this agreement, these are not being set forth as separate property.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/31/2020 08:50:16 AM
\$46.00 CHERRY
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Alicia S. Boyd