

MARITAL PROPERTY AGREEMENT/POSTNUPTIAL AGREEMENT

november

This Marital Property/Postnuptial Agreement ("Agreement") is made this 1st Day of October, 2022, pursuant to Article XVI, §15, Texas Constitution, by and between Christopher Lee Jernigan (Husband), resident of Friendswood, Galveston County Texas, and Katherine Jernigan (Wife), resident of Friendswood, Galveston County Texas to provide for definition of their respective marital property rights.

2022 DEC 19 PM 3:26
FILED
DISTRICT CLERK
GALVESTON COUNTY, TEXAS

WITNESSETH

WHEREAS, Husband and Wife are now married, having been married on or about the 30th day of October, 2021 in Galveston County, Texas; and

WHEREAS, the parties now desire to enter into this agreement to clarify and establish their respective and collective rights, titles, and interests in the separate, joint, and community property of the parties, pursuant to the parties desire to obtain a divorce; and

WHEREAS, by execution of this agreement, the parties warrant and represent that they have fully disclosed their financial status, including all assets, liabilities, and income; and

WHEREAS, the parties agree that this agreement is to be effective upon execution in accordance with the applicable laws of the State of Texas, and

NOW, THEREFORE, in consideration of the mutual promises, covenants, warranties and other benefits, and advantages accruing to each party, the parties agree as set forth above and below as follows:

SECTION 1: PARTITION AND EXCHANGE OF PROPERTY

The parties agree and confirm Christopher Lee Jernigan and Katherine Jernigan each own an equal community property interest in the the property located at 205 Morningside Drive, Friendswood, Texas 77546 (Property including any improvements: See Attached Exhibit "A" attached hereto and incorporated herein for all purposes. Said interest consisting of any equity arising in the property as a result of the note on said property having been paid with community funds since August 10, 2022. The parties agree and confirm that the note on the property is in the name of Christopher Lee Jernigan alone. The parties agree and confirm that the source of the funds used at closing to purchase the property was a 401K loan in the name of Christopher Lee Jernigan alone. The parties agree and confirm that Katherine Jernigan is not personally liable for the debt on the property at 205 Morningside Drive, Friendswood, Texas 77546. The parties agree and confirm that Christopher Lee Jernigan is solely responsible for both the note on the property and the 401K loan used to purchase the property.

22-FD-2488
DCAGREE
Agreement
2499605



The parties agree to partition and exchange the community property of Christopher Lee Jernigan and the community property of Katherine Jernigan as follows. Katherine Jernigan agrees to give, exchange, partition, and deed to Christopher Lee Jernigan all of her community property interest in the property at 205 Morningside, Friendswood, Texas 77546 and that here forward Christopher Lee Jernigan's interest in this property will be his sole and separate property. Christopher Lee Jernigan agrees to give and exchange any claim to community personal property currently in possession of Katherine Jernigan, and that here forward all of Katherine Jernigan's interest in the personal property will be her sole and separate property. The parties agree that each party will hold these properties as separate property regardless of whether or not community funds are used to make future payments on the notes owed on the properties. The parties agree and confirm that both parties will retain a sole property interest in their individual retirement accounts and bank accounts here forward. The parties agree and confirm that this agreement only affects the community or separate property interest of property specifically named in this agreement. All other properties not specifically named in this agreement retain the same property right designation they had prior to execution of this agreement.

SECTION 2: DEBTS AND LIABILITIES

The parties agree and confirm that currently there is a debt/liability owed on the 205 Morningside property to Rocket Mortgage LLC incurred during the marriage in the amount of approximately \$280,000.00.

The parties agree and confirm that upon execution of this agreement Christopher Lee Jernigan is solely responsible and solely liable for the debt owed to Rocket Mortgage LLC on the property located at 205 Morningside. The parties agree and confirm that the debt on the 205 Morningside property is here after the separate debt of Christopher Jernigan. The parties agree and confirm that upon execution of this agreement Christopher Jernigan is solely responsible and solely liable for the debt owed on his 401K loan. The parties agree and confirm that other than the two debts listed above, each party is solely responsible and solely liable for debts owed and incurred in their own names.

The parties agree and confirm that the above partition/exchange of property and debts and liabilities is a fair and equitable exchange.

The parties agree and confirm that in no case shall Katherine Jernigan be held liable for the debts owed on the 205 Morningside property or on the 401K loan mentioned above. The parties agree to hold the other harmless and to indemnify the other in accordance with the assumption of debt stated herein.

SECTION 3: ABSENCE OF DURESS OR UNDUE INFLUENCE

The parties agree and state that each has freely and voluntarily entered into this agreement. The agreement was executed free of any duress, coercion, collusion, or undue influence, and the terms of this agreement are not unconscionable, but are fair, just, and equitable. Both parties were provided prior to execution of this agreement a fair and reasonable disclosure of the property and financial obligations of the other party and each party had, or reasonably could have had, an adequate knowledge of the property and financial obligations of the other party. Additionally, prior to execution of this agreement both parties had ample opportunity to seek the counsel and advice of separate attorneys regarding this agreement.

SECTION 4: ADDITION OR FURTHER DOCUMENTS: COOPERATION

Each party agrees that he or she will sign and execute any documents or additional documents that may be necessary to put into effect the intended purposes of this agreement, such as any deed, bills of sale, assignments, affidavits, tax forms or other instruments of transfer and title that are required in order to establish the parties respective property rights in their separate property.

SECTION 5: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplemental modification of this agreement shall be bind unless executed in writing by all parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the date stated above.

Christopher Lee Jernigan
Christopher Lee Jernigan

Katherine M. Jernigan
Katherine Jernigan

STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on 11-1-22, by

Christopher Lee Jernigan.

Notary Public, State of Texas
My commission expires: 9-17-23

STATE OF TEXAS

Blanco P.A. CT
COUNTY OF ~~GALVESTON~~

This instrument was acknowledged before me on 11-1-22, by
Katherine Jernigan.

My commission expires: 9-17-23

STATE OF Texas
COUNTY OF Blanco P.A.
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 1 DAY OF Nov, 2022
BY Christopher Lee Jernigan
Christopher M. Thomas
NOTARY PUBLIC

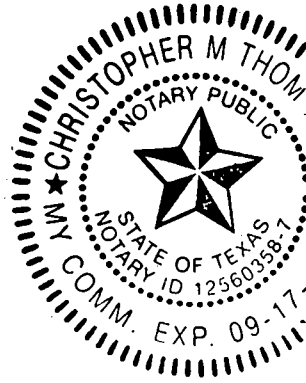
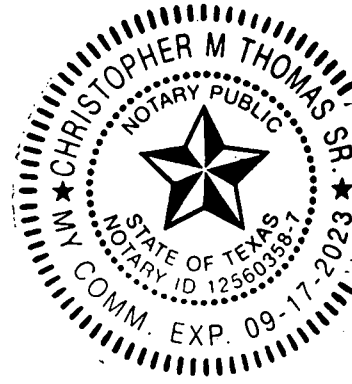


Exhibit "A"

Description of a tract of land containing 0.2314 acres (10,080 square feet) situated in the Sarah McKissick League, Abstract 151 Galveston County, Texas:

Being a tract of land containing 0.2314 acres (10,080 square feet), situated in the Sarah McKissick League, Abstract 151, Galveston County, Texas, being out of Lot 12, Block 2 of Friendswood Subdivision, a subdivision recorded in Volume 238, Page 14, in the Office of the County Clerk of Galveston County, Texas, being all of a tract of land conveyed unto Kathryn Davis Harson, by deed recorded under County Clerk's File No. 9101718, of the Official Public Records of Galveston County, Texas, and also being known as Lot 7 of Harper, an unrecorded subdivision in Galveston County, Texas. Said 0.2314-acre tract being more particularly described by metes and bounds as follows:

Commencing at point for the west corner of said Lot 12;

Thence South 45°00'00" East, a distance of 375.00 feet to a found 3/4 inch iron pipe in the intersection of the southeast right-of-way line of Shady Nook Lane (60 feet wide) and the southeast right-of-way line of Morningside Drive (60 feet wide) and the northwest corner and Point of Beginning of said tract herein described;

Thence North 45°00'00" East, along the southeast right-of-way line of said Shady Nook Lane, a distance of 84.00 feet to a set 1/2 inch iron rod with cap marked "Survey 1", for the west corner of a tract of land conveyed to Kenneth M. Camp by deed recorded in Volume 3162, Page 339 of the Official Public Records of Galveston County, Texas and for the north corner of said tract herein described;

Thence South 45°00'00" East, a distance of 120.00 feet to a set 1/2 inch iron rod with cap marked "Survey 1" for the south corner of said Camp tract and for the east corner of said tract herein described;

Thence South 45°00'00" West, a distance of 84.00 feet to a set 1 1/2 inch iron rod with cap marked "Survey 1" in the northeast right-of-way line of said Morningside Drive and for the south corner of said tract herein described;

Thence North 45°00'00" West, along the northeast right-of-way line of said Morningside Drive, a distance of 120.00 feet to the Point of Beginning and containing 0.2314 acres (10,080 square feet), more or less.