

JUN 12 4 13 PM '03 ^{ps} _{ps}ANTENUPTIAL AGREEMENTBK 99 PG 27
W.E. DAVIS CH. CLK.

Antenuptial Agreement made May 4, 1982, between
 Ray Elmore Garner of 1310 Goodman Road,
 City of Southaven, County of DeSoto,
 State of Mississippi, hereinafter referred to as
 "prospective husband," and Darla Jamin McCullough of
 3995 Camelot Lane Apt. #1, City of Memphis,
 County of Shelby, State of Tennessee,
 hereinafter referred to as "prospective wife."

The parties stipulate and recite that:

1. Prospective husband and prospective wife intend to be married.
2. Prospective husband and prospective wife are heirs to certain estates described herein.
3. Prospective husband and prospective wife desire to retain their respective legacies that they inherit as separate property after solemnization of their marriage.
4. Prospective husband and prospective wife desire that certain personal property that they presently own remain as separate property after solemnization of their marriage.

For the reasons cited above and in consideration of the mutual covenants contained herein, prospective husband and prospective wife do hereby agree as follows:

SECTION ONE
SEPARATE PROPERTY

The following shall be separate property of prospective husband and prospective wife, and the other party shall make no claim or demand on the separate property or on the heirs, executors or administrators of their own estate for that separate property:

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A. Prospective Husband's Separate Property:

1. Silverware.
2. G.E. refrigerator.
3. Westinghouse microwave.
4. Couch and two (2) chairs.
5. Two (2) end tables and one (1) lamp.
6. One (1) seventeen (17) inch RCA remote control television.
7. One (1) queen-size bed and nightstand.
8. One (1) chest and dresser.
9. One (1) 1981 Camaro automobile titled in prospective husband's name.
10. One (1) .38 Smith & Wesson pistol.
11. Any inheritance that the prospective husband is to receive from the estate of Mrs. J. J. Elmore, Mrs. Mildred Garner, Mr. G. T. Garner or any estate from which he receives either real or personal property from members of his family.

B. Prospective Wife's Separate Property:

1. One (1) Kenmore washer and dryer.
2. A four (4) chair dinette set.
3. One (1) coffee table.
4. One (1) television stand.
5. One (1) nineteen (19) inch RCA television.
6. One (1) Panasonic stereo-receiver, turntable and two (2) speakers.
7. One (1) queen-size bedroom suit, nightstand, dresser and chest.
8. One (1) 1977 Ford Thunderbird automobile titled in the name of prospective wife.
9. One (1) Eureka vacuum cleaner.
10. Any inheritance from any estate that prospective wife may receive from any members of her family.

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SECTION TWO
JOINT PROPERTY

Any property, either real or personal, acquired after the marriage, shall be the joint property of husband and wife unless otherwise provided on the face of the instrument of conveyance, except the property above referred to or acquired by prospective wife or prospective husband by gift, devise, bequeath or consent.

SECTION THREE
DEATH OF PARTY OR TERMINATION OF MARRIAGE

Should the prospective wife or prospective husband predecease the other or on the termination of the marriage between the parties, the above-mentioned property shall be the separate property of the respective parties and their heirs, administrators, estates and assigns; and to which the other relinquishes any and all claim thereon. However, this provision expressly excludes any claim one may have against the other for any jointly owned or acquired property after the parties' marriage.

SECTION FOUR
ADDITIONAL GIFTS

The provisions of this agreement shall not prevent either prospective husband or prospective wife from making additional gifts to the other spouse, and such gifts shall become the separate property of the donee spouse. Neither party shall make a gift of separate property to a third party unless a reasonable consideration is received therefor.

SECTION FIVE
EFFECTIVE DATE OF AGREEMENT

This agreement shall become effective upon the solemnization of the marriage between the parties and shall be null and void if the marriage fails to occur for any reason.

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SECTION SIX
SUBSEQUENT DOCUMENTS

Prospective wife and prospective husband shall execute and deliver any other instruments or documents necessary or convenient to give effect to the provisions of this agreement.

SECTION SEVEN
AMENDMENT, MODIFICATION OR RECISSION

This agreement may be modified, amended or rescinded at any time after the solemnization of the marriage between the parties by a written agreement between them.

SECTION EIGHT
SCOPE OF AGREEMENT

The provisions contained in this agreement represent the entire understanding between prospective wife and prospective husband pertaining to their respective property and marital property rights.

IN WITNESS WHEREOF, the parties have executed this agreement at Hernando, DeSoto County, Mississippi, this the day and year first written above..

Ray Elmore Garner
RAY ELMORE GARNER
Prospective Husband

Darla Jamin McCullough
DARLA JAMIN McCULLOUGH
Prospective Wife

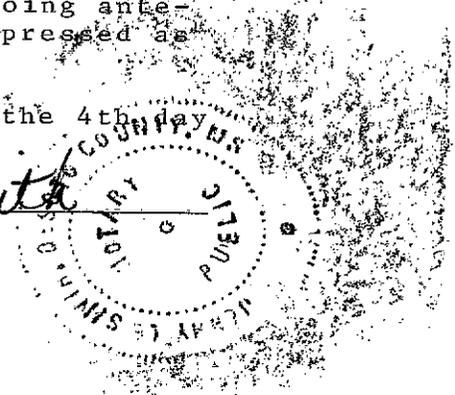
STATE OF MISSISSIPPI
COUNTY OF DESOTO

THIS DAY personally appeared before me, the undersigned authority in and for county and state, the within-named Ray Elmore Garner, prospective husband, and Darla Jamin McCullough, prospective wife, who acknowledged that they signed and delivered the above and foregoing antenuptial agreement for the purposes therein expressed as their free and voluntary act and deed.

SWORN TO AND SUBSCRIBED before me, this the 4th day of May, 1982.

Jenny L. Smith
NOTARY PUBLIC

My Commission Expires:
My Commission Expires Oct. 8, 1985



Prepared By: H.R. Garner, Esq.
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