

**AGREED REVOCATION OF PREMARITAL AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (“Wife”) and \_\_\_\_\_, (“Husband”), both herein referred to as “Parties”.

WHEREAS, the Parties entered into a premarital agreement on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; and

WHEREAS, the Parties married on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_; and

WHEREAS, the Parties desire to revoke the premarital agreement.

NOW, THEREFORE, in consideration of the parties and of their mutual promises and agreements, they agree one with the other as follows:

(1) The premarital agreement entered into between the Parties and referenced above is hereby revoked and cancelled for all purposes. The Parties rights and obligations shall be governed by the laws of the State of North Dakota and any other agreements the Parties may enter into.

(2) This agreement shall be controlled, construed and given effect by and under the laws of the State of North Dakota. It is the intent of the parties that the Agreement be enforced to the fullest extent permissible under applicable laws and public policies.

(3) No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

(4) This Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors, and assigns.

(5) This agreement may only be amended or revoked by written amendment signed by both parties.

(6) Each party further agrees and affirms as follows:

(a) That the party did execute the agreement voluntarily; and

(b) That this agreement is not unconscionable when it was executed; and

The parties hereby execute this agreement in several counterparts, any executed copy of which shall be considered for all purposes as an original, on the day and year above written.

\_\_\_\_\_  
HUSBAND

\_\_\_\_\_  
WIFE

Approved:

Attorney for First Party: \_\_\_\_\_

Attorney for Second Party: \_\_\_\_\_

Note: This agreement must be executed before a notary public.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me (or proved to me on the oath of \_\_\_\_\_) to be the person who is described in and who executed the within instrument, and acknowledged to me that \_\_\_\_\_ (he/she/they) executed the same.

(Seal)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_, known to me (or proved to me on the oath of  
\_\_\_\_\_) to be the person who is described in and who executed the within instrument, and  
acknowledged to me that \_\_\_\_\_ (he/she/they) executed the same.

(Seal)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Commission Expires:

\_\_\_\_\_