PRENUPTIAL AGREEMENT

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This Agreement, made and entered into this 9th day of September A.D. 1986, by and between Peter A. Lahr of 1030 North Franklin Street, Manchester, Delaware County, Iowa, and Mary Agnes McCardle, of 1057 Golden Street, Calhan, El Paso County, Colorado, witnesseth:

WHEREAS, a marriage is about to be solemnized between the parties to this Agreement; and

WHEREAS, each of the parties is the owner of certain property assets, the nature and extent of the holdings of the respective party having been fully disclosed to the other party, and each party acknowledges making a careful review and examination of the property assets owned by the other; and

WHEREAS, after their proposed marriage, in the absence of any agreement to the contrary, the parties understand and have been advised their legal relations and powers as to their respective property by reason of the marriage would be other than those of their present single state, and their rights, titles and powers as to their respective property after their proposed marriage would be affected if this Antenuptial Agreement were not entered into.

NOW, THEREFORE, for mutual considerations and in consideration of the mutual promises of the parties hereto, it is agreed as follows:

1. At all times during the marriage herein contemplated, each of the parties shall separately retain all rights in his or her own respective properties, whether now owned or hereafter acquired, and each of them shall have the absolute and unrestricted right to dispose of such separate property, free from any claim that may be made by the other by reason of their marriage, and with the same effect as if no marriage had been consummated between them.

FILE No. 15-2758
RECORDING FEE $ 15.00
TRANSFER FEE $

FILED FOR RECORD THE 24 DAY OF May, 19 90 AT 2:01 O'CLOCK P. M. BOOK 2 PAGE 21

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

2. In the event of the termination of the proposed marriage in any manner and for any reason, the respective property of the parties shall be free from any claim by the other on account of dower, courtesy, distributive share or other statutory right, in the same manner as if the said proposed marriage had never been celebrated.

3. Each of the parties waives and releases any rights as surviving spouse to elect to take against the other's will, whether heretofore or hereafter made, or to make any claim by virtue of the marriage in the estate of the other, whether testate or intestate. This provision shall constitute a waiver and release of the right of election in accordance with the requirements of the law of the State of Iowa, or of the same or similar law of any jurisdiction which may be applicable.

4. Each party shall, upon the request of the other, execute, acknowledge and deliver any instrument or document appropriate or necessary to carry into effect the intentions and provisions of this agreement.

5. Nothing herein contained shall be construed to be a bar to either party to this agreement giving any property of which either may be possessed at any time to the other party by will, gift, joint tenancy or otherwise.

6. This agreement shall be binding upon the heirs, successors, assigns and legal representatives of both parties hereto.

7. Each of the parties hereto have been advised of their right to independent counsel in this matter. Each of the parties state that they have read and understand the intent and meaning of this contract and they each voluntarily enter into the same.

In Witness Whereof we have hereunto signed our names the day and date first above written.

Peter A. Lahr

Peter A. Lahr
1030 North Franklin Street
Manchester, Iowa 52057

Mary Agnes McCardle

Mary Agnes McCardle
1057 Golden Street
Calhan, Colorado 80808

State of Iowa)
) ss:
County of Delaware)

On this 9th day of September, A.D. 1986, before the undersigned, a Notary Public in and for said County and State, personally appeared Peter A. Lahr and Mary Agnes McCardle, to me known to be the identical persons named in and who executed the foregoing instrument and each of whom acknowledged the signing and execution thereof to be their voluntary act and deed.



Donald J. Dolphin
Notary Public in and for the State of Iowa