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DELAWARE COUNTY IOWA
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SELMA PEYTON
RECORDER
#21.00

Clark, Butler, Walsh + Hamann
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RESCISSION OF ANTE-NUPTIAL AGREEMENT

The undersigned parties, Charles R. Shane and Vivian W. Shane, recognizing that an Ante-Nuptial Agreement was entered into on the 5th day of October, 1973 by and between said parties recognizing that the parties had separate properties and assets which were specifically listed, which is attached as Exhibit A, the parties now agree that they are rescinding the entire Agreement entered into on October 5, 1973. The undersigned parties recognize and acknowledge that the Ante-Nuptial Agreement entered into on October 5, 1973, is hereby rescinded and the contents and effects of the Agreement are no longer binding and are void with the signing of this document. The parties understand that his or her Last Will and Testament shall control without any reference to the Ante-Nuptial Agreement.

The undersigned each having been individually advised by counsel agree that the Ante-Nuptial Agreement is hereby rescinded.

Dated this 31 day of January, 1997.

Vivian W. Shane
Vivian W. Shane

Christy R. Liss
Attorney for Vivian W. Shane

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me by the above-named Vivian M. Shane this 31st day of January 1997.

M. Sue Mayo
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

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Dated this 31st day of JANUARY, 1997.

Charles R. Shane

Attorney for Charles R. Shane

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me by the above-named Charles R. Shane this 31st day of JANUARY 1997.

NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

Exhibit A

ANTE-NUPTIAL AGREEMENT

THIS AGREEMENT is entered into this 5th day of October, 1973, by and between Charles R. Shane of Waterloo, Iowa, herein called Shane, and Vivian M. Taylor, Cedar Falls, Iowa, herein called Taylor,

WITNESSETH:

WHEREAS, a marriage is about to be solemnized between the parties and they now desire to make provisions for the disposition of their respective properties thereafter, whether by intervivos or testamentary disposition, and

WHEREAS, both parties have been previously married, and Taylor has children by a prior marriage which she desires to protect, and

WHEREAS, both parties have inherited or will inherit real estate and other assets from members of their respective families which they desire to pass on to their own blood relatives, and

WHEREAS, the parties now own the following properties or rights of inheritance:

SHANE:

(a) Home at 300 Hawthorne Waterloo, Iowa, with a value of $40,000.00;
(b) Miscellaneous stocks, bonds and cash of a value of $15,000.00;
(c) Miscellaneous other personal property of a value of $10,000.00;
(d) Possible inheritance of some part or all of a 320-acre farm in Black Hawk County, Iowa, from his mother, Maude W. Shane.

TAYLOR:

(a) A one-half interest in her "Home" farm in Delaware county, Iowa, of about 160 acres, subject to a life estate in her mother;
(b) A one-half interest in the "Old Rose" farm in Delaware County, Iowa, of about 300 acres, subject to a life estate in her mother;
(c) A possible inheritance of some portion of a farm or farms which total another 320 acres in Delaware County, Iowa, from her mother;
(d) Home at 1921 Merner, Cedar Falls, Iowa, with a value of $20,000.00;
(e) Miscellaneous stocks, bonds and cash of a value of $15,000.00;
(f) Miscellaneous other personal property of a value of $10,000.00, and

WHEREAS, this Agreement is made with full knowledge and disclosure of each party and without any misrepresentation or concealment between them, and both parties agree that the provisions hereof are fair and that there is adequate consideration flowing to and from each party to support all provisions and covenants herein contained

THEREFORE, in consideration of the solemnization and consummation of the marriage of the parties hereto, and the good faith performance of the mutual covenants hereinafter set out, it is solemnly contracted and agreed by and between the parties as follows:

1. Each party hereto shall have and continue to enjoy the full unlimited right to own, control and dispose of his or her separate properties the same as though their marriage relationship did not exist, and each party shall have full rights to mortgage, lease, sell, devise or bequeath any and all real and personal properties now or hereafter owned by him or by her without the knowledge, consent or joinder of the other, and any such act by any party shall transfer the same right, title and interest as if no marriage relationship existed between the parties hereto, and this shall include the right to convey and transfer free of dower, distributive share and homestead rights.

2. In further consideration of the mutual benefits and obligations herein made and exchanged, it is agreed that neither party shall be entitled to participate in the estate of the other, except to the extent provided by the Will of such decedent, and whether said marriage relationship is terminated by death or legal proceedings.

3. Each party further agrees that upon the request of the other party, he or she will execute, acknowledge and deliver any additional or other instruments that may be reasonably necessary or required to carry out the purposes and provisions hereof.

4. This Agreement shall bind the parties hereto, their heirs, devisees, legatees, executors, administrators, fiduciaries and assigns.

Charles R. Shane

Charles R. Shane

Vivian M. Taylor

Vivian M. Taylor

STATE OF IOWA)
) SS:
BLACK HAWK COUNTY)

On this 5th day of October, 1973, before me the undersigned, a Notary Public in and for said County and said State, personally appeared Charles R. Shane and Vivian M. Taylor to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Wallace W. Butler

Notary Public in and for said County and State