Env.
MS Janette S. Voss
PO Box 228
Anamosa, IA
52205

DELAWARE COUNTY IOWA
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BOOK 200 PAGE 129
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
21.00

PREPARER: ROGER FREESE, 515 LOMBARD, PO BOX 398, CLARENCE IA 52216 (319)452-3711

PREMARITAL AGREEMENT

THIS AGREEMENT is entered into pursuant to the Iowa Uniform Premarital Agreement Act, Chapter 596 of the Code of Iowa, between Nyla M. Christiansen, 114 Hilltop Drive, Mount Vernon, Iowa (Nyla) and Dean Preston McCall, 118 South Monroe, Lisbon, Iowa (Dean).

RECITALS

Dean and Nyla are not now married, but intend to marry. Dean has children by a prior marriage. Dean and Nyla each own real property and personal property. Dean and Nyla have made a full disclosure of their respective properties to each other. Each has disclosed his or her income, debts, resources and other financial information. They have previously considered the agreements embodied in this Premarital Agreement. Each desires to set forth their respective rights, if any, as to each other's property after their marriage and to make changes in the law which would apply to them but for this Premarital Agreement.

DEAN AND NYLA AGREE AS FOLLOWS:

1. Each of them waives, relinquishes and surrenders, and agrees to waive, relinquish and surrender, any and all property rights, dower rights, homestead rights, and any and all other statutory or other rights of distributive share which each may have or claim in and to the real and personal property of the other, whether now owned or later acquired, and whether arising by reason of death, dissolution of marriage, or otherwise, except as may be otherwise stated later in this Premarital Agreement. Should either Dean or Nyla die without a Will, the survivor shall receive no property of the one who has died by reason of being a surviving spouse or by intestate succession or otherwise; except as specifically provided later in this Premarital Agreement.

Nothing in this Premarital Agreement shall void or render ineffective any lifetime gift or any bequest or devise, either party may make to the other in his or her Will. Dean and Nyla each accepts the provisions of any such Will and agrees not to contest such Will, whether or not the Will makes provisions for him or her. Each party states that no representations or promises of any kind whatsoever have been made to him or her, that any bequest, devise or other transfer or gift would be made to him or her during the lifetime or upon death, except as may be otherwise provided later in this Premarital Agreement.

2. Except as may be otherwise provided later in this agreement, Dean and Nyla shall each own the real and personal property now owned or later acquired by him or her and shall have the exclusive use, control, possession and benefit of the property with the right to sell, convey, contract, mortgage and otherwise deal with the property as though the parties had been at all times unmarried.

3. Except as may be otherwise later provided in this Premarital Agreement, each party may dispose of his or her real and personal property, whether now owned or later acquired, by Will or by lifetime gift or otherwise, as though no marriage contract had been entered into between them.

4. Except as may otherwise be later provided in this Premarital Agreement, each party disclaims and releases to the other and to his or her heirs, legal representatives, legatees, devisees and assigns, all and every right, claim and estate, whether perfected, arising in the future or otherwise, which he or she may hold or acquire in or to the property of the other, now or later acquired, by reason of the status of the parties to be created by their intended marriage.

5. Each party agrees to execute upon the request of the other, or upon the request of his or her heirs, executors, administrators or assigns, such instruments as may be necessary or advisable to effectuate the purposes of this agreement including, but not limited to, deeds, mortgages or other instruments of conveyance or encumbrance.

6. This agreement shall not affect the right of the parties to have and own property held as joint owners with rights of survivorship and not as tenants in common. Any such property so held by them shall pass on death to the survivor of them according to the terms by which such property is so held without application of the terms hereof.

Nor shall this agreement affect the right of either party to designate the other as a beneficiary of a policy of insurance, individual retirement account, pension plan, annuity or any other type of investment vehicle permitting the designation of a beneficiary upon the death of the owner.

7. Dean acknowledges that Nyla has fully acquainted him with her means and resources and he has weighed all the facts, conditions and circumstances likely to influence his judgment regarding the intended marriage and this Premarital Agreement; that all matters contained in this Premarital Agreement, as well as other questions important to it, have been fully and satisfactorily explained to him; that he has given due consideration to such matters and questions; that he understands and consents to all provisions in this Premarital Agreement; and that he enters into this Premarital Agreement freely, voluntarily and with full knowledge.

8. Nyla acknowledges that Dean has fully acquainted her with his means and resources and she has weighed all the facts, conditions and circumstances likely to influence her judgment regarding the intended marriage and this Premarital Agreement; that all matters contained in this Premarital Agreement, as well as other questions important to it, have been fully and satisfactorily explained to her; that she has given due consideration to such matters and questions; that she understands and consents to all provisions in this Premarital Agreement; and that she enters into this Premarital Agreement freely, voluntarily and with full knowledge.

9. In the event the marriage of Dean and Nyla is dissolved, no alimony or support shall be awarded to either of them.

10. This Premarital Agreement contains the entire understandings of the parties and there are no representations, warranties, promises, covenants or undertakings, oral or otherwise, other than

those expressly set forth in this Premarital Agreement. The provisions of this Premarital Agreement cannot be terminated or changed in whole or in part except by a written agreement signed by both of the parties.

11. The consideration for this Premarital Agreement is the mutual promises made by Dean and Nyla contained in this Premarital Agreement and the marriage about to be solemnized. If the marriage is not solemnized, this Premarital Agreement is in all respects null and void.

12. This Premarital Agreement shall inure to the benefit of and be binding upon the heirs, executors and administrators of the parties to it.

13. This Premarital Agreement may be specifically enforced by any court or competent jurisdiction upon the application of either party or his or her heirs, legal representatives or assigns.

14. This Premarital Agreement is to be construed in accordance with the laws of the State of Iowa.

15. Dean and Nyla have each consulted separate attorneys concerning this premarital agreement, their respective rights after marriage if this premarital agreement is not entered into, how this premarital agreement affects those rights, and the advisability of entering into this premarital agreement.

16. Attached to this premarital agreement are the respective financial statements of Dean and Nyla bearing their respective signatures and each represents to the other that these financial statements are substantially true and correct but the valuations shown on the financial statements are their respective best estimates of value and neither has had an appraisal made by a qualified appraiser. The financial statements will not be filed with the recorded copy of this Premarital Agreement. - DPM hme.

Dated this 31 day of MAY, 2000, at Adamosa, Iowa.

Nyla M. Christiansen

Nyla M. Christiansen

Dated this 31 day of May, 2000, at Adamosa, Iowa

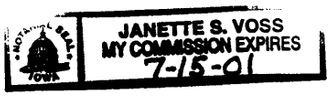
Dean Preston McCall

Dean Preston McCall

STATE OF IOWA)
) ss.
JONES COUNTY)

On this 31st day of May, 2000, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared Nyla Christiansen to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Janette S. Voss
Notary Public in and for the State of Iowa



STATE OF IOWA)
) ss.
JONES COUNTY)

On this 31st day of May, 2000, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared Dean McCall to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Janette S. Voss
Notary Public in and for the State of Iowa

