E. E. Kale #70 Filed for record the 10 day of January A. D. 1933 at 4:20 o'clock P. M.

To

Fee $.80 ✓

Mary L. Rockey Maggie Reese Hobbs, Recorder.
Jessie Allgeyer, Deputy.

ANTE-NUPTIAL AGREEMENT.

This ARTICLE OF AGREEMENT made and executed in triplicate by and between E. E. Kale, a widower, of Madison County, Iowa, sixty-nine (69) years of age, Party of the First Part; and Mary L. Rockey, a widow, forty-seven (47) years of age of Madison County, Iowa, Party of the Second Part, WITNESSETH, as follows:-

WHEREAS, the Parties hereto are about to enter into a Contract of Marriage and at this time there is pending between them an engagement or treaty of marriage. That each has been married heretofore and the First Party has two (2) children as the issue of such marriage and the Second Party has two (2) children as the issue of her former marriage, and,

WHEREAS, it is the desire of each that the property which they now or hereafter posses at their death shall go to and be the property of the said children and heirs-at-law and that the other shall not participate therein except as hereinafter provided, and,

WHEREAS, the Party of the Second Part has property in her own right but it is difficult to determine the value thereof, and,

WHEREAS, the Party of the First Part has real estate and personal property in the amount of Eighteen Thousand ($18,000.00) Dollars, and,

NOW, THEREFORE, in consideration of the said marriage and One Dollar ($1.00) in hand paid by each to the other it is hereby agreed that each is to control during their natural lives all of the property of every kind, character and description, which they now have or which they may hereafter acquire.

IT IS ALSO FURTHER AGREED that if the said parties shall be divorced from each other neither shall have any claim against the other for alimony, suit money, temporary allowance, or, any of the allowances that usually go with a divorce action; and, each do hereby release the property of the other in case of divorce from all claims and charges and this Agreement so far as a divorce proceedings may be concerned, shall not only be an Ante-Nuptial Agreement but shall be a stipulation of settlement or all rights of alimony in the event a divorce is allowed or decreed.

It is further agreed that each is to have the full right and authority during the marriage relation to dispose of and convey all property of every kind, character and description which they now own or may hereafter own, whether the same be real or personal, the same as tho they were single or unmarried; and, it is agreed that in case of the sale of either personal or real property by either of the parties hereto and that the purchaser thereof should require the signature of the other that each other will join with the person owning the property in the execution of any conveyance requiring their signature to convey good and effective title.

It is further agreed by and between the parties hereto that in case of the death of either of the said parties that the survivor shall ONLY receive from the Estate of the Deceased as his or her full share thereto one-third (1/3) thereof; and, the same is to be taken in settlement of their rights of dower or distributive share and they neither one will make any further claim in the estate of the other and will relinquish all other rights in all of the property of the other. This is to include real estate and personal property which they may now or hereafter own,--agreeing simply to take one-third (1/3) in value of the estate of the party deceased in full of their dower interest or distributive share which is given to them by law.

It is further agreed and acknowledged by each of the parties hereto that they have full knowledge and information concerning the property of the other; that this Agreement has been fully read and explained to each and that they understand all of its terms and conditions; and, that the same is executed knowlingly, freely, fairly and without coercion or fraud; and, each signs and acknowledges the same as their free and voluntary act, and the same is prepared at the request of each.

It is further understood and agreed that this Agreement shall apply to all the property of every kind, character and description which the parties hereto may now have or may have at the time of their death; and, they further agree that they are to have no right, title, lien or interest in any of the property of the other; except such as is given them by this Stipulation.

IN TESTIMONY WHEREOF we have hereunto subscribed our names this 10 day of January, A. D. 1933.

E. E. Kale
Mary L. Rookey

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 10th day of January A. D. 1933 before me a Notary Public in and Madison County, Iowa, personally appeared E. E. Kale and Mary L. Rookey, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

Phil R. Wilkinson
Notary Public in and for
Madison County, Iowa.