

Return To: Rose M. Binns Deo
610 W. Dewa St., Apt 106
Greenfield, Ia 50849

MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER	✓
RECORDED	✓
COMPARED	✓

ANTE-NUPTIAL AGREEMENT

THIS AGREEMENT made between Derwyn Anson Deo residing at 404 NW Grant, City of Greenfield, State of Iowa hereinafter called the First Party, and Rose Marie Knapp Binns, residing at 2220 Adair - Madison Avenue, City of Winterset, State of Iowa hereinafter called the Second Party,

WITNESSETH:

A marriage is to be solemnized between the parties. Prior to the marriage the parties desire, by ante-nuptial agreement, to fix and determine their respective rights in each other's property and estate of any nature or description arising out of the marriage.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein contained, the parties agree as follows:

1) The First Party hereby accepts the provisions of any Last Will and Testament that may be hereafter made to him by the Second Party in full discharge, settlement and satisfaction of any and all other rights, title and interest that he, as the Second Party's husband, might otherwise acquire in her estate and property.

2) The First Party hereby waives and releases unto the Second Party, her executors, administrators or assigns, any and all rights of election given to him as the husband of the Second Party to take against her Last Will and Testament under any statutes, now or hereafter in force, of the State of Iowa or any other state in

which the Second Party may have property at the time of her death, or in which the parties or either of them may reside.

3) The Second Party hereby accepts the provisions of any Last Will and Testament that may be hereafter made to her by the First Party in full discharge, settlement and satisfaction of any and all other right, title and interest that she, as the First Party's wife, might otherwise acquire in his estate and property.

4) The Second Party hereby waives and releases unto the First Party, his executors, administrators or assigns, any and all rights of election given to her as the wife of the First Party to take against his Last Will and Testament under any statutes, now or hereafter in force, of the State of Iowa or any other state in which the First Party may have property at the time of his death, or in which the parties or either of them may reside.

5) The parties anticipate purchasing a home jointly and further anticipate that the purchase will be made with equal funds from both parties. With regard to any home or personal property jointly purchased by the parties hereto, it is agreed by the parties that the survivor between them will have life use of the other's interest without payment to anyone therefore. Upon the surviving party's death, or if the survivor vacates the home permanently, the home and other jointly purchased property shall be sold and the proceeds divided equally between the parties' heirs, per stirpes. Both parties anticipate that they will make a separate list of any family heirlooms or personal property which they intend to go to specific beneficiaries as set forth in that

written list. Said items of property as set forth in the written list shall not be considered in the calculation of said beneficiary's division of assets.

6) The First Party desires to be buried next to his deceased spouse, Dorothy. All expenses of burial shall be paid from the First Party's funds and all decisions with regard to burial shall be made by First Party's children. The Second Party desires to be buried next to her deceased spouse, Carl. All expenses of burial shall be paid from the Second Party's funds and all decisions with regard to burial shall be made by Second Party's children.

7) The parties shall take any and all steps and shall execute, acknowledge and deliver to each other any and all instruments which may be necessary to effectuate the purposes of this agreement.

8) This agreement is entered into by the parties with full knowledge on the part of each of the extent and probable value of all of the property or estate of the other, and of all rights that, but for this agreement, would be conferred by law upon each of them in the property or estate of the other by virtue of the consummation of the proposed marriage and the rights of the respective parties in and to each other's property, or estate, of whatsoever character the same may be, shall be determined, fixed and settled by this agreement, and not otherwise.

IN WITNESS WHEREOF, the parties have set their hands and seals this 21 day of June, 1996.

Derwyn Anson Deo
Derwyn Anson Deo

Rose Marie Knapp Binns
Rose Marie Knapp Binns

STATE OF IOWA)
) SS:
COUNTY OF ADAIR)

We, Derwyn Anson Deo and Rose Marie Knapp Binns, being first duly sworn on oath depose and state that we are the individuals named in the above and foregoing Anti-Nuptial Agreement; that we have read said Agreement and know the contents thereof; and that the statements and allegations therein contained are true as we verily believe.

Derwyn Anson Deo
Derwyn Anson Deo

Rose Marie Knapp Binns
Rose Marie Knapp Binns

Subscribed and sworn to before me by Derwyn Anson Deo and Rose Marie Knapp Binns this 21 day of June, 1996.



Christ Hoff
Notary Public in and for the
State of Iowa