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### ANTENUPTIAL AGREEMENT

This Agreement made this 22nd day of June, A.D., 1992, Between John W. Mayer, Rt #4, Box 43, Winterset, Iowa 50273, First Party, and Janet L. Kiburz, Rt #4, Box 43, Winterset, Iowa 50273, Second Party.

WITNESSETH: That, whereas, a marriage is contemplated and is intended to be solemnized by and between said parties; and,

WHEREAS, the First Party is the owner and is possessed of certain real, personal and mixed property; and,

WHEREAS, the Second Party is the owner and is possessed of certain personal and mixed property; and,

WHEREAS, each party has made full disclosure to the other party as to the nature and extent of their separate estates, and it is mutually desired and agreed by the parties that the estate of each of the parties shall remain separate and be subject to the sole control and use of its owner after as well as previous to solemnization of said marriage; and,

WHEREAS, each party desires to give up their rights of support, alimony, or property settlement from the other party in case this marriage is dissolved; and,

WHEREAS, each party desires to give up their rights of statutory inheritance, as a spouse, in the case of death of the other party; and,

WHEREAS, the First Party is divorced with three children; and, WHEREAS, the Second Party is divorced with eight children; and,

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WHEREAS, the parties hereto having considered their prospects and desires and their mutual rights and obligations having been fully considered, the parties mutually covenant and agree as follows:

IT IS HEREBY MUTUALLY COVENANTED AND AGREED:

### FIRST COVENANT AND AGREEMENT

That the estate of the First Party shall remain and be his separate property, subject entirely to his individual control and use, the same as if he were unmarried, and that Second Party shall not acquire by force of the contemplated marriage, for herself, her heirs, assigns, or creditors, any interest, dower or otherwise, in his property or estate, or right to control thereof, or any interest in the income, increase, rents, profits, or dividends, arising therefrom. The Second Party hereby agrees in consideration of the contemplated marriage and of the covenants of the First Party herein set forth, that she will waiver, release, and relinquish unto the First Party all right to the use and control of his separate property and estate and the income therefrom; and further agrees that the First Party shall have the right at all times to dispose of any part or all of his separate property and estate by deed, will, or otherwise, on his sole signature, hereby ratifying and consenting on her part to any and all such disposition of his said property or

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### SECOND COVENANT AND AGREEMENT

That the estate of the Second Party shall remain and be her separate property, subject entirely to her individual control and use, the same as if she were unmarried, and that First Party shall not acquire by force of the contemplated marriage, for himself, his heirs, assigns, or creditors, any interest, dower or otherwise, in her property or estate, or right to control thereof, or any interest in the income, increase, rents, profits, or dividends, arising therefrom. The First Party hereby agrees in consideration of the contemplated marriage and of the covenants of the Second Party herein set forth, that he will waive, release, and relinquish unto the Second Party all right to the use and control of her separate property and estate and the income therefrom; and further agrees that the Second Party shall have the right at all times to dispose of any part or all of her separate property and estate by deed, will, or otherwise, on her sole signature, hereby ratifying and consenting on his part to any and all such disposition of her said property or estate.

## THIRD COVENANT AND AGREEMENT

HOUSEHOLD GOODS AND FURNISHINGS. First Party and Second Party each will contribute to the home some of the household goods owned respectively by the parties, and such contributions will be what is mutually agreeable to the parties. The contributions may be

PAGE FOUR

altered, changed or modified upon mutual agreement of the parties. In the event said marriage is terminated other than by death, the property contributed by each party shall be returned to that party's person or estate.

### FOURTH COVENANT AND AGREEMENT

FUTURE ACQUISITION OF PROPERTY. In the event the parties hereto enter into any joint venture or acquire any property as tenants in common or as joint tenants, the property shall be deemed to be owned by the parties equally and in no different manner as any other legally married couple.

## FIFTH COVENANT AND AGREEMENT

In case this marriage is terminated by dissolution of marriage, each party shall have his or her own separately owned property and the parties shall divide equally, subject to any joint indebtedness thereon, all property owned as joint tenants or tenants in common.

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ANTENUPTIAL AGREEMENT

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## SIXTH COVENANT AND AGREEMENT

AGREEMENT TO JOIN IN CONVEYANCES. It is agreed that in case either of the parties desires to mortgage, will or convey her or his own personal or real property, each one will join in the deed of conveyance or mortgage, as may be necessary to make the same effectual.

# SEVENTH COVENANT AND AGREEMENT

INCOME TAX. Each party shall file individual state and federal income tax returns and pay their own income tax out of their own income, unless, for any given year, the parties mutually agree to file a joint return.

# EIGHTH COVENANT AND AGREEMENT

As evidence that both parties have made full and fair disclosure concerning their property interests, a listing of their respective properties is attached as Exhibit "A" and is incorporated herein by reference.

## ACKNOWLEDGMENT

First Party and Second Party agree that they sought the advice of James E. Van Werden, who has drafted this Antenuptial Agreement. Further that First Party and Second Party sought his services as a friend. That said attorney, James E. Van Werden, has told both First Party and Second Party that they should each seek separate legal counsel and follow that counsel's advice regarding the draftmanship and legal effect of this Agreement.

PAGE SIX

Dated at Adel, Iowa, this 22nd day of June, 1992.

John W. Mayer Winterset, Iowa FIRST PARTY

Janet L. Kiburz Winterset, Iowa SECOND PARTY

STATE OF IOWA)
)ss:
DALLAS COUNTY)

On this 22nd day of June, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John W. Mayer and Janet L. Kiburz, to me known to be the identical persons named in and who executed the within and ANTENUPTIAL AGREEMENT, (to which this is attached), and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for the State of Iowa Arlene B. Cook

ARLENE B. COOK 3-24-93

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