

COMPUTER

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Compared

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ANTENUPTIAL CONTRACT

MARY E. WELTY, Fee
RECORDER \$15.
MADISON COUNTY IOWA

This Antenuptial Contract made and entered into at Winterset, Iowa, by and between Amel F. Priest, party of the First Part, and Edna L. Andrews, party of the Second Part.

SA

WITNESSETH:

Whereas, each of the parties hereto has property, real and personal, and they desire, in contemplation of entering into a marriage contract, to settle and adjust all property rights that each may have or claim in the property of the other, and determine and declare what rights, if any, each of them shall have in the property of the other, in view of the consummation of such marriage contract, in case of the death of either after such marriage contract is entered into; and,

Q.P.

Whereas, each of the parties hereto has disclosed all of his property to the other, be the same real, personal or mixed.

1. It is agreed that all of the properties of any name or nature, real, personal or mixed, wherever they may be found belonging to the party of the First Part before marriage shall be and remain forever his personal estate, and this shall include all interest, rents and profits which may in time accrue or result in any manner from increase in value, or be collected for the use of the same in any way; and it is further agreed by party of the Second Part that any property which party of the First Part may hereafter acquire or become entitled to shall be owned and held by him as though he had acquired it before the solemnization of said marriage.

2. All properties of any name or nature, real, personal or mixed, wherever the same may be found which belong to the party of the Second Part before marriage, shall be and remain forever her personal estate, and this shall include all interest, rents and profits which may in time accrue or result in any manner from increase in value, or be collected for the use of the same in any way; it is further agreed by the party of the First Part that any property that the party of the Second Part may hereafter acquire or become entitled to shall be owned and held by her as though she had acquired it before the solemnization of said marriage.

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3. It is agreed between the party of the First Part and the party of the Second Part that each will sign with the other all title papers, deeds or other papers necessary to transfer property when sold to a purchaser, as such title papers are usually executed by man and wife, and that this courtesy shall be prompt at any time, and at any place, it being the intention and purpose on the part of each, and the parties hereto agree and consent that the other may dispose of his or her property by deed or devise without the consent of the other to all intents and purposes as if no such relation as that of marriage between them existed.

4. In the event of the death of either party hereto, the survivor shall have and make no claims of any kind against the estate of the other for any reason or by way of any right as the surviving spouse of such decedent for dower, statutory right, right of support, right of inheritance and homestead right; and the parties hereto do hereby waive any claim they might have for any such right or any claim of every kind or character. The specific enumeration herein is not to limit the general terms herein used. It is further specifically understood, however, that the survivor may maintain a claim against the estate of the decedent for any payment made by such survivor on account of the last illness or funeral of the decedent.

5. It is further agreed that nothing herein shall be construed to be a bar to either party to this agreement giving any property of which they may be possessed to the other party by will or otherwise, it being understood that each party to this agreement shall control his or her personal estate, as described herein, and by his or her orders or directions, or by testament, the same as either could or would do if no marriage relation existed between them.

6. Any improvement upon the real estate of either of the parties shall be considered as part of the real estate and all improvements thereon made upon any of the real estate shall be the property of each individual owner.

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7. In the event the marriage between the parties hereto is terminated by legal proceedings, it is agreed that neither party shall seek to receive support or alimony from the other.

8. This contract is intended to limit the right of either party to participate in the estate of the other whether the marriage is terminated by death or legal proceedings.

Dated this 26th day of September, A.D., 1988.

Amel F. Priest

Amel F. Priest, party of the First Part

Edna L. Andrews

Edna L. Andrews, party of the Second Part



STATE OF IOWA)
COUNTY OF MADISON) SS

On this 26th day of September, A.D., 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Amel F. Priest and Edna L. Andrews to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

W. Dean Moore

W. Dean Moore
Notary Public in and for said County
and State