Fee 1.50

FILED NO. 866
BOOK 29 PAGE 285

1971 JON 24 PM 3:49

MARY E. WELL
RECORDER
MADISON COUNTY IOWA

POST - NUPTIAL AGREEMENT

This agreement is made on the 10th day of June, 1971, between LOUISE M. PAXTON, party of the first part of Clarinda, Page County, Iowa, and RAY J. PAXTON, party of the second part of Clarinda, Page County, Iowa.

WHEREAS, a marriage was recently solemized between the parties hereto and;

WHEREAS, each of the parties hereto is possessed of considerable property, and have made a full and frank disclosure to each other in relation to its character and amount, and they have been advised as to their respective rights therein concerning their marriage;

NOW, THIS INDENTURE WITNESSES that each of them, the said first party and second party, hereby declares it to be his and her intention and desire that during their marriage, each of them shall be and continue completely independent of the other as regards the enjoyment and disposal of all property, whether owned by either of them at the commencement of the marriage or coming to them or either of them during the marriage. And each of them hereby agrees with the other, in view and consideration of the said marriage that so far as is legally possible, by their private act, declarations and agreements, all property belonging to either of them at the commencement of this marriage or coming to either of them during the marriage, shall be and is enjoyed by him or her and be subject to the dispositions of him or her as his or her separate property, and after the death of either of them, it shall be free of any claim by the other on account of dower, curtsy, or other statutory right in the same manner as if said proposed marriage had never been celebrated. It is mutually declared that it is the intention of the parties hereto that by virtue of this marriage neither one shall have or require any right, title or claim in and to the real or personal estate of the other, but that the estate of each shall descend to or vest in his or her heirs at law, legatees or devisees as may be described in his or her Last Will and Testament as though no marriage had taken place between them. It is also mutually agreed that in case either of the parties decide to mortgage or sell and convey his or her real or personal estate, each one will join in the deed of conveyance or mortgage as may be necessary to make the same effectual. It is further agreed that this agreement is entered into by each party with the full knowledge on the part of each as to the extent and probable value of the estate of the other and of all of the rights conferred by law upon each in the estate by the other by virtue of this marriage, but it is their desire that their respective rights to each other's estate shall be determined and fixed by this agreement which shall be binding upon their respective heirs and legal representatives.

IN WITNESS WHEREOF we have set our hands on this 10th day of June, 1971.

Louise M Paxton
Louise M. Paxton

Ray J. Paxton
Ray J. Paxton

STATE OF IOWA,
ss:
COUNTY OF PAGE,

On this 10th day of June, 1971, before me the undersigned, a Notary Public in and for said County and said State, personally appeared Louise M. Paxton and Ray J. Paxton, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Shirley M. Briggs
Shirley M. Briggs, Notary Public in and for said County and said State.