

An Agreement between) Filed for Record June 5th A.D. 1910 at 8.00 o'clock A.M.
 John McAndrew, and) Agreement(George Hill Recorder.
 Savannah B. Bell) Recording Fee 60 By Daisy Hill Deputy.

#664

This Article of Agreement made and entered into on this 26th day of May A.D. 1910, by and between John McAndrew of Winterset, Iowa, party of the first part and Savannah Bell of St Charles, Iowa, party of the second part, WITNESSETH As FOLLOWS:- That the said Parties hereto have mutually agreed to become husband and wife in accordance the laws of the State of Iowa, It is hereby understood that the said John McAndrew is now the owner of Lots one and two in Block one of Goes Addition to Winterset, Iowa, and he hereby agrees to convey by good and sufficient deed of conveyance a one-half interest in said Lots to said Savannah Bell. And after their said marriage they are to own said property jointly each having a half interest therein. And they are to erect a suitable house thereon for a dwelling house in which they are to there after reside. And each is to contribute one half of the expense of the erecting of said dwelling house on said premises. And at the death of either of the said parties the survivor is to become and be the absolute owner of said property in his or her own right in fee simple. It is further agreed that both the parties hereto now own and are possessed of certain property in their own right, and aside from the property hereinbefore described it is hereby forever agreed by and between them that each of them is to have the untrammelled and sole control of his or her own property both real and personal as though no such marriage had taken place, and each of the parties hereto hereby waive, renounce and relinquish all dower right or distributive share and all other rights in the property of the other and each is to have the full right to sell and convey his or her individual property without the other joining in the deed therefor. And at the death of the party of the first part his said property is to descend to his heirs without any claim thereto on the part of the party of the second part or her heirs. And at the death of the party of the second part her property is to descend to her heirs without any claim thereto by the party of the first part or his heirs. But this provision is not to be regarded as any restriction on the right of either party to will their said property to any person or persons they may see fit. But it is intended as a full waiver and renouncement by each of all their rights in and to the property of each other except the property hereinbefore particularly described which is to be their homestead. The intention being that with the exception of the Lots aforesaid they are each to own, control, sell and convey their individual property the same as if no marriage had ever taken place between them; and neither is to be liable for the debts or contracts of the other. In Testimony whereof we have hereunto subscribed our names on this 26th day of May A.D. 1910.

John McAndrew.
 Savannah C. Bell.

State of Iowa, Madison County SS:

On this 26 day of May 1910, before the undersigned a Notary Public within and for said County and State personally came John McAndrew and Savannah C. Bell personally to me known to be the identical persons whose names are affixed to the foregoing instrument and they each acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

W.A. Tris.

Notary Public Madison County Iowa-

NOTARIAL

SEAL