

Miscellaneous Record No. 18. Madison County

#229
 Christal Thurman) Filed for record the 5th day of May A.D. 1913 at 1:55 o'clock P.M.
 to Jeannette E. Beck, Recorder.
 Barbara O. Woodward) Antenuptial Agreement. . Fee, \$1.10.

This Triplicate ANTENUPTIAL AGREEMENT, Made and entered into this 18th day of April, A.D. 1913; by and between Christal Thurman of Union County, Iowa, a widower, sixty-three years of age, Party of the First Part, and Barbara O. Woodward of Des Moines, Iowa, a widow, fifty-eight years of age, Party of the Second Part, WITNESSETH:

That the Parties hereto are about to enter into a contract of marriage and at this time there is pending between them an engagement or treaty of marriage. That each has been married and each has children as the issue of such marriage. That First Party has five grown children who have contributed largely to the accumulation of the property which he now possesses, and Second Party has one grown child who has contributed largely to the accumulation of the property which she now possesses. That it is the desire of each that the property which they now or hereafter possess, at their death shall go to and be the property of their children and heirs and that the other shall not participate therein.

It is further agreed that at this time First Party owns about four hundred fifty acres of Clarke and Madison County, Iowa, land, all clear of incumbrances and worth approximately Forty Thousand Dollars, and is also the owner of two town properties located in Lorimor, Iowa, worth approximately Twenty-five Hundred Dollars, and has moneys and credits amount to a Thousand or more dollars, so that his entire wealth is between Forty and Fifty Thousand Dollars.

It is also agreed and understood that Second Party owns at this time two town properties, one located and situated in Des Moines, Iowa, and the other located and situated in Lorimor, Iowa, and that the two properties are worth approximately Three Thousand Dollars.

THEREFORE, in consideration of the said marriage and One Dollar in hand paid by each to the other, it is hereby AGREED that each is to control during their natural lives all of the property of every kind, character and description which they now own or which they may hereafter acquire. It is also AGREED that each hereby releases and renounces all rights of dower, distributive share, inheritance, occupancy of the homestead after death and of all other kinds in all of the property of the other, this is to include and cover all real estate and personal property which they now or may hereafter own,

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all interest, rents, profits, credits or mixed property which they may now or hereafter own, and it is AGREED that, on the death of either of said Parties, the other shall have no right, title or interest in their estate or any of the property of which they die seized: this is to include and cover all real estate and personal property and all property of every kind, character and description.

It is also AGREED that neither is to have yearly support ordinarily afforded or allowed by the law out of the property of the other after the death of such other.

It is also AGREED that, if the said Parties shall be divorced, neither shall have any claim against the other for alimony, suit money, temporary allowance or any of the other allowances that usually go with a divorce case; and each does hereby release the property of the other in case of divorce from all claims and charges; and this AGREEMENT; so far as a divorce proceeding may be concerned, shall not only be an antenuptial agreement but shall be a stipulation of settlement of all rights of alimony in the event a divorce is allowed or decreed.

It is further AGREED that each is to have the full right and authority during the marriage relation to dispose of and convey all property of every kind, character and description which they now own or may hereafter own, whether the same be real or personal property, the same as though they were single or unmarried; and it will not be necessary for the other to sign deeds or other papers of conveyance so as to convey real or personal property and to give to the purchaser a good and effectual title; but the conveyance of the owner will be sufficient to do this, but they also AGREE that, in the event that a purchaser should require the signature of the other, that such other will join with the person owning the property in the execution of any conveyance requiring their signature to convey good and effectual title.

It is further AGREED AND ACKNOWLEDGED by each of the Parties hereto that they have full knowledge and information concerning the property of the other; that this AGREEMENT has been fully read and explained to each and that they understand all of its terms and conditions; and that the same is executed knowingly, freely, fairly and without coercion or fraud; and each signs and acknowledges the same as their free and voluntary act, and the same is prepared at the request of each.

It is further AGREED and understood that this AGREEMENT shall apply to all of the property of every kind, character and description which the Parties hereto may now have or may have at any time during the marriage relation or may have at the time of their death; and each releases the other, their property of every kind, character and description and their estate from all claims of every kind, character and description which they could make because of the marriage relation and AGREE that they are to have no interest or rights in any of the property of the other. However, either may have the right, if they see fit, to will or deed to the other, property, during the marriage relation, but this matter is left to their own free will and choice; and, if they do so, that will not be considered a cancellation or discharge of this Instrument but will be a gratuity.

O.N. Slaymaker
Gertude Y. Maclean
Witnesses.

Christal Thurman
Barbara O. Woodward.

State of Iowa, Clarke County, SS.

BE IT REMEMBERED, That, on this 18th day of April,

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A.D. 1913, before the undersigned, O.M. Slaymaker, a Notary Public in and for said County, personally came Christal Thurman and Barbara O. Woodward, to me personally known to be the identical persons whose names are subscribed to the foregoing Antenuptial ^{Agreement} as Parties thereto, and acknowledged the execution of the same to be their voluntary act and deed, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, the day and year above written.

NOTARIAL
SEAL

O.M. Slaymaker. Notary Public.

We acknowledge that this Contract has been fully read and explained to each of us by O.M. Slaymaker of Osceola, Iowa, in the presence of Mrs. Gertrude Y. Maclean,

O.M. Slaymaker
Gertrude Y. Maclean
Witnesses.

Christal Thurman
Barbara O. Woodward.