

Miscellaneous Record, No. 22, Madison County, Iowa

Ross Cornman

To

Cora M. Pratt

#623

Fee \$1.60 ✓

Filed for record the 27 day of
Feb. A.D.1922 at 10:20 o'clock
A.M.
Valda C. Bishop, Recorder
Pearl E. Shetterly, Deputy

A G R E E M E N T

This Article of Agreement made in duplicate and entered into on this 27th day of Dec.-, A.D.1922, by and between Ross Cornman, party of the first part, and Cora M. Pratt, party of the second part, both of Madison County and State of Iowa, Witnesseth:-

Whereas the parties to this contract desire to enter into the marriage relation with each other: and whereas each of said parties now own property in their own individual right, and whereas said first party has no children and said second party has Two children by a former marriage, Now,, Therefore, in consideration of the mutual promises and agreements of the parties hereto and their contemplated marriage, it is mutually agreed that each of the parties to this contract shall continue to own, control, use and dispose of their individual property in the same manner and to the same effect as though no marriage had been consummated between them.

It is further agreed that said first party is not to derive any interest, right, title or property by virtue of his marriage to said second party, either as dower, distributive share, exemptions, allowance or homestead, in or to any property of said second party, or in case of her death to her estate: said first party hereby relinquishes all his statutory rights in any and all property of said second party, and in case she predecease him, in and to her estate, that he might, could or would have under and by virtue of said marriage relation: and all the individual property of said second party shall at her death pass to her legal heirs at law, or should she make a will, to the devisees or legatees under such will.

Said first party further agrees to support and maintain said second party, but he shall not be held liable for the support and maintenance of the children of said second party.

And in consideration of the mutual promises and agreements herein made said second party is not to derive any interest, right, title or property by virtue of her said marriage to said first party, either as dower, distributive share, right to exemptions or widows allowance or right of homestead, in or to any property of said first party, or in case of his death to his estate: said second party hereby relinquishes all her statutory rights in the property of said first party, and his estate, should he predecease said second party, that she might, could or would have under and by virtue of such marriage relation: and all of the property of said first party shall in case of his death, pass to his heirs at law according to the rules of descent, or should he make a will, to the devisees or legatees under such will.

And in case either party hereto shall desire to sell any real estate they may own individually and execute deeds thereto, then the other party to this contract shall sign said deed or deeds for the purpose of relinquishing all dower or other rights they might have in the said real estate so sold or conveyed, with out cost.

This contract shall apply to any and all after acquired or inherited property held or owned by either party. Dated and signed this 27 day of December, A.D.1922

Ross Cornman
Cora M. Pratt.

STATE OF IOWA

MADISON COUNTY

SS:

On this 27 day of Dec., A.D.1922, before me S.A.Hays, a Notary Public within and for said County, personally came Ross Cornman, and Cora M. Pratt, personally known to me to be the identical persons whose names are affixed to the above contract and acknowledged the execution of the same to be their vountary act and deed for the purposes therein expressed. In testimony whereof, I have hereunto subscribed my name and affixed my Notarial Seal on the date last above written.

NOTARIAL
SEAL

S.A.Hays
Notary Public in and for Madison County, Iowa.