

Miscellaneous Record No. 23. Madison County, Iowa

Bertha C. Smith

#3508

Commission Expires January 19, 1943
 Filed for record the 17 day of May
 A.D. 1939 at 10:35 o'clock A.M.
 Pearl E. Shetterly, Recorder

To

Fee \$.50 ✓

Louis Bunce

ANTENUPTIAL AGREEMENT

THIS AGREEMENT, Made and entered into by and between Bertha C. Smith, party of the first part, and Louis Bunce, as party of the second part, witnesseth:

WHEREAS, the party of the first part is at the present time the owner and holder of certain real estate located in the City of Winterset, Madison County, Iowa, and in the City of Des Moines, Polk County, Iowa, and of certain personal property all of the aggregate value of about \$4,000.00, and

WHEREAS, the party of the second part is not possessed ^{of} any property, real or personal, at the present time, and

WHEREAS, the parties hereto are contemplating marriage and are desirous of fixing and determining any rights the party of the second part would acquire in and to the property now owned by the party of the first part after marriage, and

WHEREAS, the party of the second part desires to waive any distributive share or dower interest he might otherwise acquire in and to the property owned by the party of the first part after their marriage.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises of marriage made by the parties hereto, it is agreed as follows, to-wit:-

1. That in the event of the marriage of the parties hereto, the party of the second part shall acquire no interest or inchoate right of dower in and to any of the property, real or personal, now owned by the first party, nor shall he acquire any dower interest or other rights

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in and to any of the proceeds of or substitutions for any of said property.

- 2. That any of the property now owned by the first party held by her at the time of her death shall descend and be distributed to the son of the first party, Clarence Delos Smith.
- 3. That any ^{property} acquired by either of the parties hereto after their marriage, excepting substitutions or property purchased with the proceeds of the sale of any of the property now owned by the first party, shall not be affected in any way by this agreement.

Witness our hands this 14th day of May A.D. 1938.

Bertha C. Smith
Louis Bunce.

STATE OF IOWA, MADISON COUNTY)ss;

On this 14th day of May, A.D. 1938, before me, the undersigned, a Notary Public within and for Madison County, State of Iowa, personally came Bertha C. Smith and Louis Bunce, personally to me known to be the identical persons whose names are affixed to the above instrument, and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the date above written.

NOTARY IN
above written.

Shirley A. Webster
Notary Public in and for Madison County, Iowa