

Miscellaneous Record, No. 24. Madison County, Iowa

William B. Hess

#4029

OF MADISON COUNTY, IOWA.

Filed for record the 25 day of September
A.D. 1946 at 3:00 o'clock P.M.To
Nellie Frances Campbell

Fee \$1.20

Pearl E. Shetterly, Recorder

ANTE-NUPTIAL AGREEMENT

This Article of Agreement made and executed in triplicate by and between William B. Hess, a widower, of Madison County, Iowa, sixty-three (63) years of age, of the First Part, and Nellie Frances Campbell, a widow, Fifty five years of age, Madison County, Iowa, of the Second part, WITNESSETH, as follows:-

WHEREAS, 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 heretofore and the First Party has three (3) children as the issue of his former marriage. And the Second Party has two (2) children as the issue of her former marriage.

AND WHEREAS, 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 the said children and heirs-at-law,

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and that the other party shall not participate therein.

AND WHEREAS, that at this time the First Party owns about two hundred (200) acres of land and has certain moneys and credits of about the aggregate value of Twelve Thousand (\$12,000.00) Dollars, and personal property amounting to One Thousand Five Hundred (\$1,500.00) Dollars.

AND WHEREAS, the Party of the Second Part has real estate and moneys and credits of about the aggregate value of Four Thousand (\$4,000.00) Dollars.

NOW, THEREFORE, in consideration of the said marriage and one dollar (\$1.00) 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 FURTHER AGREED that each hereby releases and relinquishes all rights of dower, distributive share, inheritance, use of the homestead after death, and all of the other rights in all property of the other, this to include and cover all real estate and personal property which they now or may hereafter own, all interest, rents, profits, credits, or leased 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 the Estate, or any of the property of which they shall 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 further agreed that neither of the parties is to have the support ordinarily offered or allowed by law out of the property of the other after the death of such other, except that the Party of the Second Part, in the event of the death of the First Party is to receive ^{the sum of} Five Hundred (\$500.00) Dollars to be paid from the estate of the First Party, and the same is to be accepted by the Second Party as a full and complete share, claim, or demand against the estate of the First Party, and the said Second Party is not to further share or participate in any manner in the estate of the said First Party. And the said Five Hundred (\$500.00) Dollars is to be accepted by her in full of all claims, demands, shares, or allowances for support or otherwise against the estate of the said First Party.

It is also further agreed that if said Parties shall be divorced, neither shall have any claim against the other for alimony, temporary allowance, or any of the allowances that usually go with a divorce action; and, each do 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 Ante-nuptial 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, the same as though they were single or unmarried; and, it will not be necessary for the other to sign deed or other papers of conveyance so as to convey real or personal property and to give to the purchaser thereof a good and effectual ^{title;} but, the conveyance of the owner will be sufficient to do this. But, it is also agreed that in the event that a purchaser should require the signature of the other that each 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.

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It is further understood and agreed between the Parties herein that this Agreement shall apply to all 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 and description, and their estate from all claims of every kind, character, and description, except such as may be heretofore set forth, which they could make because of the marriage relation and agree that they are to have no right, title or interest in any of the property of the other except as may herein be agreed; however, either party may have the right, if they see fit, to will or deed to the other 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 considered by each to be a gratuity.

In testimony whereof we have hereunto subscribed our names this 30th day of November, A.D. 1944.

William B Hess
Nellie Frances Campbell

STATE OF IOWA MADISON COUNTY)SS

On this 30th day of November, A.D. 1944, before me, Phil R. Wilkinson, the undersigned, a Notary Public within and for Madison County and State of Iowa, personally appeared William B. Hess and Nellie Frances Campbell, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed for the purposes set forth therein.

NOTARIAL

SEAL

Phil R Wilkinson NOTARY PUBLIC IN AND
FOR MADISON COUNTY, IOWA.

J. W. Hamilton

1944