

ANTENUPTIAL AGREEMENT

WHEREAS, Roy Shaffer, of Beatrice, Gage County, Nebraska, hereinafter referred to as "First Party," and Mabel Birkin, of Beatrice, Gage County, Nebraska, hereinafter referred to as "Second Party," contemplate entering into marriage relationship; and,

WHEREAS, First Party has an estate and has children by his former marriage; and,

WHEREAS, Second Party has an estate and has children by her former marriage; and,

WHEREAS, First Party has set forth on Exhibit "A" the items comprising the major portion of his estate, which is attached hereto and incorporated herein by reference, as though fully set out herein; and,

WHEREAS, Second Party has set forth on Exhibit "B" the items comprising the major portion of her estate, which is attached hereto and incorporated herein by reference, as though fully set forth herein; and,

WHEREAS, the properties of said parties were acquired with the aid and assistance of their respective deceased spouses; and,

WHEREAS, the said parties desire to prescribe, limit, and determine the interest and control which each of them may have in the property and in the estate of the other party;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, the following agreement is entered into:

That we, the undersigned, hereinafter referred to as First and Second Party, being about to enter into the marriage relationship, do hereby agree:

1. First Party agrees, in case he survives Second Party, that he will make no claim to any part of her estate as surviving husband; that in consideration of said marriage he waives and relinquishes all right, title, and interest to the property, real or personal, which she now owns or may hereafter acquire.

2. Second Party agrees, in case she survives First Party,



that she will make no claim to any part of his estate as surviving wife; that in consideration of said marriage she waives and relinquishes all right, title, and interest to the property, real or personal, which he now owns or may hereafter acquire, except that she shall be entitled to the lifetime income therefrom as set forth in the Will of First Party.

3. It is declared that by virtue of said marriage, neither one of the parties hereto shall have or acquire any right, title, or claim in and to the real or personal estate of the other, nor will either party claim their statutory inheritance as provided by the laws of any State where they may be domiciled at the death of either of the parties, but the estate of each shall descend to his or her heirs at law, legatees, or devisees, as may be prescribed by his or her last will and testament or by the law of the State in force, as though no marriage had taken place between them, except as set forth in paragraph numbered 2 above.

4. First Party has set forth on Exhibit "A" the items comprising the major portion of his estate, which is attached hereto and incorporated herein by reference, as though fully set out herein.

5. Second Party has set forth on Exhibit "B" the items comprising the major portion of her estate, which is attached hereto and incorporated herein by reference, as though fully set out herein.

6. During the continuance of said marriage relationship, each of the parties is to have the full right to own, control, and dispose of and sell any and all real or personal property now or hereafter owned by each of them without the other party joining, and said transfer by either of the parties to this contract shall convey the same title that said transfer would convey had the marriage relationship not existed. This contract limits the right of either party to participate in the estate of the other, whether the marriage relationship is determined by death or legal proceedings.

7. It is agreed that in case either of the parties desires to mortgage, sell or convey his or her real or personal estate, the other party will join in the deed of conveyance or mortgage, as may be necessary to



make the same effectual under the laws then and there in effect.

8. It is further agreed that this agreement is entered into with a full knowledge on the part of each party as to the extent and probable value of the estate of the other and of all the rights conferred by law upon each in the estate of the other by virtue of said proposed marriage, but it is their desire that their respective rights to each other's estate shall be fixed by this agreement, which shall be binding upon their respective heirs and legal representatives.

WITNESS our hands and seals this 2<sup>nd</sup> day of June, 1971.

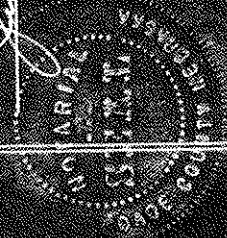
Roy Shaffer  
Roy Shaffer

Mabel M. Birkin  
MABEL BIRKIN

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF GAGE )

Before me, a Notary Public qualified for said County, personally came ROY SHAFFER and MABEL BIRKIN, known to me to be the identical persons who signed the foregoing agreement and acknowledged the execution thereof to be their voluntary act and deed.

WITNESS my hand and Notarial Seal this 2<sup>nd</sup> day of June, 1971.



Margaret L. Burbank  
NOTARY PUBLIC

My Commission expires: June 10, 1972

EXHIBIT A

Certificates of Deposit:

|   |                 |
|---|-----------------|
| First National Bank & Trust Company of Beatrice |                 |
| Roy Shaffer or Betty Hill                       | \$ 2,000.00     |
| Roy Shaffer or Rachel Pilcher                   | 2,500.00        |
| The Beatrice National Bank & Trust Company      |                 |
| Roy Shaffer or Rachel Pilcher                   | 2,000.00        |
| State Federal Savings and Loan Association      |                 |
| Roy Shaffer or Betty Hill                       | 2,500.00        |
| Betty Hill                                      | 10,000.00       |
| Rachel Pilcher                                  | 10,000.00       |
| House - 1915 Ella Street, Beatrice, Gage        |                 |
| County, Nebraska                                | 12,000.00       |
| House - 723 West Court Street, Beatrice,        |                 |
| Gage County, Nebraska                           | <u>5,000.00</u> |
|   | \$46,000.00     |

*Roy Shaffer*  
\_\_\_\_\_  
Roy Shaffer

EXHIBIT B

|  |                  |
|--|------------------|
| Series E Bonds                             | \$12,000.00      |
| Residence - one-half interest in duplex at |                  |
| 1829 High Street, Beatrice, Gage County,   |                  |
| Nebraska                                   | <u>10,000.00</u> |
|  | \$22,000.00      |

*Mabel Birkin*  
\_\_\_\_\_  
Mabel Birkin

INDEX: Lots 2 & 3 & E 37 1/2' of L 4, Blk 6, Lamb Place  
W 50' of Lot 17, I. N. McConnell's Sub. of S 1/2 Sec 32-4-6  
Lot 3, Blk 22, Wittenberg Add.

STATE OF NEBRASKA, COUNTY OF GAGE SS: Filed for record and entered in  
Numerical Index December 9, 1974 at 2:30 o'clock P.M.,  
and duplicated in book 52 of Miscellaneous at Page 511.

*Roy Shaffer* By \_\_\_\_\_

REGISTER OF DEEDS

Fee - \$12.75 Paid

Return: Roy Shaffer DEPUTY

NUMBER \_\_\_\_\_  
ALPHA \_\_\_\_\_  
PAGE \_\_\_\_\_  
COMPD \_\_\_\_\_  
Return: Roy Shaffer  
1829 High  
Beatrice, Ne 68310