

AGREEMENT

THIS AGREEMENT made this 10 day of December, 1992, by and between Augusta Rehard, a single person, hereinafter referred to as First Party; and Thomas K. Knight and Jennifer L. Knight, husband and wife, hereinafter referred to as Second Party, WITNESSETH:

WHEREAS, First Party has sold to Second Party the following described real estate, to-wit:

Lots Nine (9) and Ten (10) in Block Two (2) of Johnson's Addition to the Town of Earlham, Madison County, Iowa, ,

on real estate contract dated December 17-10, 1992, and

WHEREAS, Leonard Welch and Arlene Welch, husband and wife, are the owners of the following described real estate, to-wit:

Lot Eleven (11) in Block Two (2) of Johnson's Addition to the Town of Earlham, Madison County, Iowa,

which real estate adjoins, abutts and is contiguous with the real estate herebefore described being sold by First Party to Second Party, and

WHEREAS, the garage owned by Leonard Welch and Arlene Welch, husband and wife, encroaches approximately two to three feet onto the real property being sold by First Party to Second Party on real estate contract, and

WHEREAS, First Party has agreed to give a Quit Claim Deed to Leonard Welch and Arlene Welch, husband and wife, for the purpose of clearing title and resolving the problem concerning the garage that encroaches onto the property of First Party herebefore described, and

WHEREAS, Second Party has expressly agreed to join in and to execute a Quit Claim Deed in order to convey the approximate South two to three feet of Lot 10 after the exact description has been ascertained.

NOW, THEREFORE, in consideration of the mutual promises and obligations and rights herein created, First Party and Second Party agree as follows:

1.- Second Party expressly agrees to join in and execute a Quit Claim Deed with First Party for the purpose of conveying approximately the South two to three feet of Lot 10 to Leonard

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STATE OF IOWA, ss. Inst. No. 2569 Filed for Record this 15th day of APRIL, 19 93 at 11:18 A.M.
MADISON COUNTY, Book 41 Page 371 Recording Fee \$ 10.00 Michelle Utsler, Recorder, By [Signature] Deputy

#2. Agreement
Rehard - Knight

Welch and Arlene Welch, husband and wife, This conveyance is being made for the purpose of resolving a problem concerning the garage owned by Mr. and Mrs. Welch which encroaches on Lot 10 by approximately two to three feet.

2.- First Party and Second Party will receive no consideration from Mr. and Mrs. Welch for this conveyance.

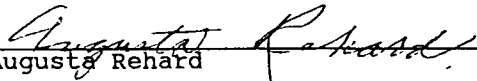
3.- Second Party will not be obligated to pay any expenses incurred for the survey, measurement, preparation of legal documents to convey said property, or shall incur any expenses whatsoever concerning this conveyance. Second Party's only obligation is to execute the Quit Claim Deed herebefore described.

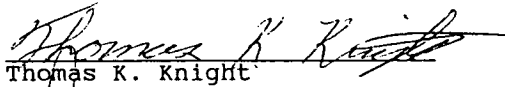
4.- The real estate contract executed by First Party and Second Party shall not be changed or affected in any manner by this conveyance and that all terms and conditions set forth therein including the purchase price and the payment thereof, shall remain the same.

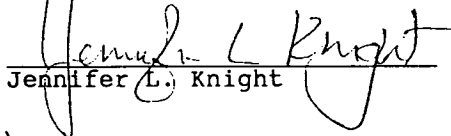
Dated this 10 day of December, 1992.

FIRST PARTY

SECOND PARTY


Auguste Rehard


Thomas K. Knight


Jennifer L. Knight