STATE OF IOWA, MADISON COUNTY, ss. Inst. No. 262 Filed for Record this 15 day of August 1984 at 3:31 PM
Book 119 Page 349 Recording Fee 10.00 Mary E. Welty, Recorder, By Shirley L. Henry Deputy
2pp.

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AGREEMENT

WHEREAS, Genevieve V. Hart owns an undivided 1/5th interest in and to the real estate legally described as:

> The North 12-1/2 acres of the West Half (1/2) of the Northeast Quarter (1/4) of the Northwest Quarter (1/4), except about 68/100 of an acre lying South of the center of the public highway, of Section Ten (10), in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

and,

WHEREAS, said interest in said real estate is to be transferred to Mark Alan Hart; and,

WHEREAS, as a part of the consideration for said transfer Mark Alan Hart agrees to permit said Genevieve V. Hart to live in the existing house on said premises for as long as she desires.

NOW, THEREFORE, IT IS AGREED by and between Mark Alan Hart and Genevieve V. Hart as follows:

1. Genevieve V. Hart may live in the existing house on the premises described above, rent free, for as long as she so desires.

2. The failure of Genevieve V. Hart to actually reside on or in the premises because of a mental or physical disability for a period of six (6) consecutive months shall terminate this right to reside on the property.

3. Mark Alan Hart shall be responsible for and pay all taxes, insurance, maintenance and upkeep other than routine redecorating during the period of this Agreement. Mark Alan Hart agrees to carry insurance equal to the value of the structure or its full insurable value, whichever is less.

4. This Agreement may be terminated by Genevieve V. Hart at any time by a notice in writing addressed to Mark Alan Hart stating the date upon which she elects to terminate.

5. In the event the existing house is destroyed or damaged by fire, wind, or other casualty, Mark Alan Hart agrees to utilize the insurance recovery to rebuild, restore or repair the structure. In the event the insurance recovery is insufficient to pay the costs of the rebuilding, restoration or repair of the premises, this Agreement shall terminate.

Dated this 29th day of June, 1982.

Genevieve V. Hart

Mark Alan Hart

Agreement
Genevieve V. Hart and Mark Alan Hart
Dated June 29, 1982
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STATE OF IOWA )
) ss
MADISON COUNTY )

On this 29th day of June, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Genevieve V. Hart and Mark Alan Hart to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Leonard M. Flander, Notary Public