



Document 2014 1276

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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

**AGREEMENT**  
**Recorder's Cover Sheet**

**Preparer Information:** Jerrold B. Oliver, P. O. Box 230, Winterset, IA 50273, Phone: (515) 462-3731

**Taxpayer Information:** Danielle R. Mitchell, 302 S. 4th Avenue, Winterset, IA 50273

✓ **Return Address:** Danielle R. Mitchell, 302 S. 4th Avenue, Winterset, IA 50273

**Grantors:** George M. Montross, Trustee Of The George L. Montross Trust

**Grantees:** Danielle R. Mitchell

**Legal Description:** The North Half (½) of Lot Two (2) in Block Five (5) of the West Addition to the Town of Winterset, Madison County, Iowa

## AGREEMENT

This Agreement made and entered by and between American State Bank (The Bank), George M. Montross, Trustee of the George L. Montross Trust (Montross Trust) and Danielle R. Mitchell (Mitchell).

WHEREAS, Mitchell is purchasing from the Trust, the following described real estate:

The North Half (½) of Lot Two (2) in Block Five (5) of the West Addition to the Town of Winterset, Madison County, Iowa,

on installment Contract.

WHEREAS, said real estate is subject to a mortgage held by American State Bank, upon said real estate, which also covers other real estate.

WHEREAS, it is the parties' desire to enter into this Agreement to provide for the partial release of the above described real estate from said mortgage, upon fulfillment of this Contract.

NOW THEREFORE, it is agreed as follows:

1. Mitchell agrees to pay all sums owing to the Trust, upon said Contract to American State Bank to be deposited in Account No. [REDACTED].
2. The Bank agrees upon fulfillment of all the provisions of the Contract by Mitchell, to grant a partial release releasing the above described real estate from said Mortgage.
3. The parties agree that prior to fulfillment of all the provisions of the Contract by Mitchell, that Montross shall not be required to pay said Mortgage in full, ~~to~~ obtain a release or partial release from the bank for the above described real estate.
4. This Agreement shall not be deemed a waiver of any rights or remedies of the parties which are set forth in the Real Estate Contract entered into between the Trust and Mitchell.

Dated: May 12, 2014.

AMERICAN STATE BANK

By *Dan Niels*  
Dan Nielsen, Market President

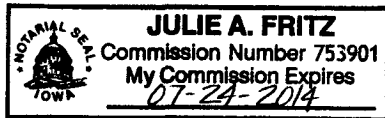
GEORGE L. MONTROSS TRUST

By *George M. Montross*  
George M. Montross, Trustee

*Danielle R. Mitchell*  
Danielle R. Mitchell

STATE OF IOWA, COUNTY OF MADISON

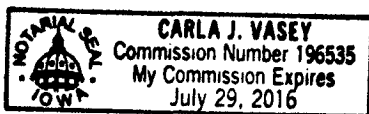
This record was acknowledged before me this 12<sup>th</sup> day of May, 2014, by Dan Nielsen as Market President of American State Bank.



*Julie A. Fritz*  
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF MADISON

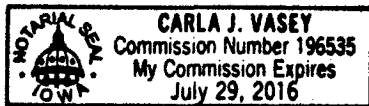
This record was acknowledged before me this 8<sup>th</sup> day of May, 2014, by George M. Montross as Trustee of the George L. Montross Trust.



*Carla J. Vasey*  
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF MADISON

This record was acknowledged before me this 8<sup>th</sup> day of May, 2014, by Danielle R. Mitchell.



*Carla J. Vasey*  
Notary Public in and for the State of Iowa