# Town Lot Deed Record, No. 37

John H. Headrick & wife To John Gary Headrick & wife

#865

Fee $1.50

Filed for record the 8 day of March A.D. 1966 at 3:15 o'clock P.M.

Mary E. Welty, Recorder

## AGREEMENT

THIS AGREEMENT made and entered into this23rd day of February, 1966, by and between John H. Headrick and E. Maxine Headrick, husband and wife, hereinafter designated as first parties and John Gary Headrick and Diana Headrick, husband and wife, hereinafter designated as second parties, WITNESSETH:

WHEREAS, first parties are the owners of

Lot 6, Block 2 of Clanton's Addition of 1880
to the town of St. Charles, Madison County, Iowa,

and said property is owned by first parties as joint tenants and all money to be paid by second parties to first parties and held by them in joint tenancy, and,

WHEREAS, first parties are also the owner of one house trailer--8 by 38 feet, a 1958 Great Lakes Model, factory #3428767.

IT IS NOW THEREFORE AGREED by the parties hereto, that first parties will sell and transfer to second parties the real estate hereinbefore described, together with the trailer house situated thereon, for the sum of $1799.64, payable as follows:

PAYMENT for said property to be made in 36 equal installments, the first installment of $49.64, payable on April 3rd, 1966, and the remaining installments of $50.00, each, payable consecutively on the 3rd day of each month thereafter until the full amount of $1799.64 has been paid in full. All payments to be made to the Peoples Trust and Savings Bank of Indianola, Iowa. When the full amount due under this agreement has been paid in full, first parties will execute and deliver to second parties a good and sufficient deed of conveyance to the above described real estate together with a transfer of title to the trailer house hereinbefore described, which real estate and the trailer house will be conveyed free and clear of all liens and encumbrances to the date of this agreement and free and clear of all liens and encumbrances to the date of final settlement as to encumbrances created by first parties. Second parties agree to pay the 1966 real estate taxes due and payable in 1967, and to pay any license fees due on the trailer house from and after the date of this agreement. First parties do not agree to furnish an abstract of title to the above described real estate.

John H. Headrick
John H. Headrick
E. Maxine Headrick
E. Maxine Headrick, First Parties

John Gary Headrick
John Gary Headrick
Diana Headrick
Diana Headrick, Second Parties

STATE OF IOWA MADISON COUNTY ) ss:

On this 5 day of March, 1966, before me, the undersigned Notary Public in and for said County in said State, personally appeared John H. Headrick, E. Maxine Headrick, John Gary Headrick and Diana Headrick, 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.

NOTARIAL SEAL

Rex V. Johnson, Notary Public

Rex V. Johnson Notary Public in and for Said County.