John F. & Harry W. Reed To James H. Young

#2595

Fee $1.40

Filed for record this 27 day of June A. D. 1956 at 10:05 o'clock A.M.

Mary E. Welty, Recorder

INDEMNIFYING AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of June, 1956, by and between James H. Young, St. Charles, Iowa, as first party, and John F. Reed, Truro, Iowa, and Harry W. Reed, Mill Valley, California, as second parties, WITNESSETH:

WHEREAS, first party is desirous of purchasing the following described real estate, to-wit:

Lot Eleven (11) and the West Half (W½) of Lot Twelve (12) of Block Three (3) in the Town of Truro, (formerly called Ego), Madison County, Iowa,

from second parties, and,

WHEREAS, Julia Reed, the surviving spouse and devisee under the terms of the Last Will and Testament of D. F. Reed, Deceased, is physically unable to execute a conveyance of said real estate, and,

WHEREAS, the second parties are the sole and only residuary legatees and devisees named under the Last Will and Testament of D. F. Reed, Deceased, and are the children and sole and only heirs-at-law of the said Julia Reed, and,

WHEREAS, second parties have been managing and looking after said real estate in behalf of their mother, Julia Reed, and,

WHEREAS, first party is desirous of taking possession of said real estate and making final settlement therefor.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows, to-wit:

In consideration of the sum of Twenty-five Hundred Dollars ($2,500), being the agreed purchase price of said real estate, second parties and their spouses hereby agree to execute and deliver to first party proper and sufficient Warranty Deeds conveying said real estate to first party, and hereby covenant and agree with first party that they will hold first party free from any damage or loss on account of the failure of Julia Reed to join with second parties in said conveyance to first party, and hereby guarantee that first party shall receive full and complete title to said real estate.

James H. Young
First Party

John F. Reed
Harry W. Reed
Second Parties

State of Iowa, Madison County, ss:

On this 18 day of June, A.D. 1956, before me, the undersigned, a Notary Public in and for

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said County, in said State, personally appeared James H. Young to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached and acknowledged that they executed the same as their voluntary act and deed.

M. S. Creger Notary Public
in and for said County

(NOTARIAL SEAL)

State of Iowa, Madison County, ss:

On this 12th day of June, A.D. 1956, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared John F. Reed to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached and acknowledged that they executed the same as their voluntary act and deed.

Shirley A. Webster Notary Public
in and for said County

(NOTARIAL SEAL)

State of California Marin County, ss:

On this 23rd day of June June, A.D. 1956 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Harry W. Reed to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

Del E. Preston Notary Public
in and for said County

My Commission Expires September 2,1956.