Deed Record, No. 86, Madison County, Iowa

Clarence McDonald & wife
To
L. E. & Blanch Hart

#1109

Fee $1.20

Filed for record the 21 day of February A. D. 1952 at 2:10 o'clock P. M.
Wilma M. Wade, Recorder
Mary E. Welty, Deputy

AGREEMENT

WHEREAS, Clarence McDonald and wife, Violet A. McDonald, for a valuable consideration, purchased from Edwin E. Armstrong and wife, Lois L. Armstrong, under a written contract, the West One-half (W½) of the Southwest Quarter (SW¼) of Section Thirteen (13) Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa, and

Whereas, said contract is filed of record in the office of the County Recorder of Madison County, Iowa, and is recorded in Deed Book, Number 86, on page 95, of the records of said office, and

WHEREAS, on February 9th, 1952, first parties made, executed and delivered to second parties their one certain promissory note, dated February 9th, 1952, in the principal sum of Seven Thousand ($7000.00) Dollars, due ten years after date, bearing interest at the rate of 4½% per annum, payable semi-annually, with option to pay One Hundred ($100.00) Dollars or any multiple thereof at any time.

NOW THEREFORE in consideration of the agreements herein contained, we, the undersigned Clarence McDonald and Violet A. McDonald, hereby sell and assigne unto L. E. Hart and Blanch Hart, as joint tenant and not as tenants in common, with sole right of survivorship, all our right, title and interest in and to the real estate contract hereinbefore described, bearing date of August 21, 1951, executed by Edwin E. Armstrong and Lois L. Armstrong, as first parties and the undersigned as second parties, which contract is recorded in the records of the County Recorder of Madison County, Iowa, in Deed Book, #86 on page 95 of the records of said office, which contract was recorded on the 4th day of February, 1952, and authorize said assignees to collect, enforce or cancel the same. Said indebtedness of Seven Thousand ($7000.00) Dollars, being evidenced by one certain promissory note of even date herewith, dated this 9th day of February, 1952. This Assignment to be null and void upon payment to L. E. Hart and Blanch Hart of the amount of the debt which it secures.

For Release of Annexed Mortgage See Agreement Record 88 Page 41

Clarence McDonald
Violet A. McDonald

STATE OF IOWA MADISON COUNTY) ss:

On this 9th day of February, A. D., 1952, before me personally appeared Clarence McDonald and Violet A. McDonald 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 for the purposes specified.

NOTARIAL SEAL

Jno. N. Hartley Notary Public
in and for Madison County, Iowa.