Agnes Blackman Co. Burlington 86000

J. I. Crossley

To

Lela C. Crossley

#1122

Fee $2.70

Filed for record the 3 day of March A. D. 1947 at 2:23 o'clock P. M.

Wilma M. Wade, Recorder

AGREEMENT WITH DIVISION OF PROPERTY

THIS CONTRACT OF AGREEMENT Made and entered into this 25th day of April A. D.

1942, by and between J. I. Crossley of Winterset, Iowa, party of the first part, and Lela G. Crossley, his wife, of the same place, party of the second part, WITNESSETH:

WHEREAS, the said parties have been legally married and living as husband and wife for several years last past in Winterset, Madison County, Iowa, and certain differences have arisen between them which have caused the parties to determine that they can no longer continue their marriage relation and cohabit as husband and wife, and they are now living separate and apart from each other, and it is the desire of both parties to finally and for all time settle and determine the property rights, all right of support and maintenance of the said second party by the said first party, all dower and homestead rights, together with any and all other rights existing between the said parties growing out of the marriage relation and any other relations that may have heretofore existed between them; and

WHEREAS, the party of the first part is the owner of the following described real estate, to-wit:

Lot four (4) in Block Twenty-two (22) of the Original Town Plat of Winterset, Madison County, Iowa;

which is encumbered by a mortgage held by the Farmers & Merchants State Bank of Winterset, Iowa, in the amount of Thirteen-hundred, Fifty ($1350) Dollars and upon which indebtedness the party of the second part is personally liable; and,

WHEREAS, party of the first part is the owner of an undivided one-half interest in the following described real estate, to-wit:

Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section Thirty-four (34) Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P. M., And the Northeast Quarter of the Northwest Quarter (except the right of way of the C. R. I. and P. Ry. Co., and also except that part thereof heretofore conveyed to the State of Iowa for highway purposes and more particularly described as follows:- A strip of land 105 feet wide lying northerly of and adjacent to the North right of way line of said C. R. I. & P. Ry. Co., and extending from the West line of said Northeast Quarter of the Northwest Quarter to the East line thereof, and described as commencing at a point 334 feet South of the North Quarter corner of Section 35, being a point on the North right of way line of said C. R. I. & P. Ry. Co., thence Westerly 1320 feet along said railroad right of way line, thence North 105 feet, thence Easterly 1320 feet parallel to said railroad right of way line, thence South 105 feet to the point of beginning, and containing 3.2 acres more or less); and the South Half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter and the West Half of the Southwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter and East Half of the Southeast Quarter of Section Thirty-five (35) (excepting from said last described 80 acre tract all that part thereof included within the following described tracts, to-wit: Commencing at the Northwest corner of the Southeast Quarter of the Southeast Quarter of said Section 35, and running thence North 83¼° East, 14 rods to the center of Middle River, thence North 40° East, 14 rods, thence North 69° East, 11½ rods, thence South 15½° East, 53 rods, thence South 85° West, 18 rods and 3 links, thence North 24½° West, 16½ rods, thence North 83° West, 11 rods to the East line of the Mill lot, thence to the place of beginning; and also a 4-acre lot having for its center the center of the Mill, said 4 acre lot including a 3 acre lot in the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section Thirty-five (35), described as the North 24 rods of the East 20 rods of said Southwest Quarter of the Southeast Quarter of said Section Thirty-five (35), the East line of the Mill lot referred to being the West side of the Southeast Quarter of the Southeast Quarter of said Section Thirty-five (35), all in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa; and

The Northeast Quarter of the Southwest Quarter of Section Thirty-five (35) Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P. M., Iowa;

which is encumbered by a mortgage held by the Bankers Life Insurance Company of Des Moines, Iowa, in the sum of Nine-thousand, Two Hundred, Fifty ($9250) Dollars with a balnace due thereon of Sixty-five Hundred ($6500) Dollars and upon which indebtedness the party of the second part is personally liable; and

WHEREAS, the party of the second part is the owner of the following described real estate, to-wit:

South Half of Lots One (1) and Two (2) in Block Thirteen and one-half (13½) of Pitzer & Knight's Addition to the Town of Winterset, Madison County, Iowa;

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and,

WHEREAS, each of said parties is the owner is his own right of certain personal property and the owners jointly of certain household goods, utensils, fixtures, furnishings in the home in which they have been living in Winterset, Iowa.

NOW, THEREFORE, the said parties hereto for and in consideration of the mutual promises herein made and of the acts to be performed by the respective parties hereto, each covenant and agree as follows:

The first party shall be entitled for his sole and separate use to all personal property which is now owned by him individually or which shall hereafter come to him free from all rights of the second part, in all respects as if he were unmarried, and the second party will at her own expense whenever requested by the first party at any time acting hereunder, execute and do all such instruments and acts as shall be necessary or proper for giving effect to this clause.

The second party shall be entitled for her sole and separate use to all personal property which is now owned by her individually or which shall hereafter come to her free from all rights of the first party, in all respects as if she were unmarried, and the first party will at his own expense whenever requested by the second party at any time acting hereunder, execute and do all such instruments and acts as shall be necessary or proper for giving effect to this clause.

The second party shall be entitled for her sole and separate use to all personal property owned jointly by first and second parties consisting of household goods, furniture, fixtures, etc, and now used in the home that said parties have been occupying in Winterset, Iowa, free from all rights of the first part with the exception of the following items, to-wit: bed complete, dressing table and chair, davenport, long table in living room, tapestry which hangs above the long table, floor lamp in southeast bedroom, dining room suite complete (table, six chairs and buffet), linen that was given first party by his mother which includes one large table cloth and napkins, all pictures in southeast bedroom, all of the personal belongings of said first party, the Electrolux gas refrigerator (loaned by said parties by the Iowa Power & Light Company), leather upholstered rocking chair in the southeast room, one large upholstered chair in the living room, and certain tools, which items are to become the absolute property of the party of the first part.

The second party shall be entitled for her sole and separate use to the following described real estate, to wit:

South Half of Lots One (1) and Two (2) of Block Thirteen and one-half (13½) of Pitzer & Knight's Addition to the Town of Winterset, Madison County, Iowa;

which is now owned by her and simultaneously with the signing of this agreement the party of the first part agrees to execute a warranty deed conveying to second party all of his right, title, interest, dower or other property rights of, in and to said real estate.

It is further mutually agreed that second party shall receive in addition as her share of the properties of said parties the following described real estate, to-wit:

Lot Four (4) in Block Twenty-two (22) of the Original Town Plat of Winterset, Madison County, Iowa;

free and clear of encumbrances with the 1941 real estate taxes and the 1942 special assessment tax paid, and simultaneously with the signing of this agreement, the party of the first part agrees to convey by warranty deed to second party all his right, title, interest, dower or other property rights of, in and to said real estate.

The first party shall be entitled for his sole and separate use to the following described real estate, to-wit:

Undivided one-half interest in Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section Thirty-four (34) Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P. M., And the Northeast Quarter of the Northwest Quarter (except the right of way of the C. R. I. and P. Ry. Co., and also except that part therof heretofore conveyed to the State

of Iowa for highway purposes and more particularly described as follows: A Strip of land 105 feet wide lying northerly of and adjacent to the North right of way line of said C. R. I. & P. Ry. Co., and extending from the West line of said Northeast Quarter of the Northwest Quarter to the East line therof, and described as commencing at a point 334 feet South of the North Quarter corner of Section 35, being a point on the North right of way line of said C. R. I. & P. Ry. Co., thence Westerly 1320 feet along said railroad right of way line, thence North 105 feet, thence Easterly 1320 feet parallel to said railroad right of way line, thence South 105 feet to the point of beginning, and containing 3.2 acres more or less); and the South Half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter and the West Half of the Southwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter and East Half of the Southeast Quarter of Section Thirty-five (35) (excepting from said last described 80 acre tract all that part thereof included within the following described tracts, to-wit: Commencing at the Northwest corner of the Southeast Quarter of the Southeast Quarter of said Section 35, and running thence North 83¼° East, 14 rods to the center of Middle River, thence North 40° East, 14 rods, thence North 69° East, 11½ rods, thence South 15½° East, 53 rods, thence South 85° West, 18 rods and 3 links, thence North 24½° West, 16½ rods, thence North 83° West, 11 rods to the East line of the Mill lot, thence to the place of beginning; and also a 4 acre lot having for its center the center of the Mill, said 4 acre lot including a 3 acre lot in the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section Thirty-five (35), described as the North 24 rods of the East 20 rods of said Southwest Quarter of the Southeast Quarter of said Section Thirty-five (35), the East line of the Mill lot referred to being the West side of the Southeast Quarter of the Southeast Quarter of said Section Thirty-five (35), all in township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa; and

The Northeast Quarter of the Southwest Quarter of Section Thirty-five (35), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P. M., Iowa;

which is now owned by him and simultaneously with the signing of this agreement the party of the second part agrees to execute a warranty deed conveying to first party all of her right, title, interest, dower or other property rights, of, in and to said real estate.

It is further mutually agreed that second party shall be released from all liability on the note and real estate mortgage executed on September 15, 1937, by Evalyn C. Smith, Ed M. Smith, J. I. Crossley and Lela G. Crossley, which mortgage was given to secure the payment of a note of Nine Thousand, Two Hundred, Fifty ($9250) Dollars.

And the said parties in consideration of the execution of this mutual agreement and of the properties set forth to each of them on the terms hereof, receive the same in full and complete settlement and release of all claims and demands of every kind, name or nature against the other party, including all liability now or at any time hereafter existing or accruing either on account of support, maintenance, alimony, temporary or permanent, dower, thirds of allowances incident to the marriage relation, intending hereby to relieve each party entirely from all personal claims and demands or from any that may hereafter attach, arising in any manner from the relation of husband and wife and from any and all costs, charges and expenses as well as alimony, either temporary or permanent, incident to any divorce suit now pending or that may hereafter be commenced by either of the said parties hereto against the other, and as a part of the consideration hereof the said parties hereby release said parties from all claims, homestead rights or any interest whatsoever in any property, real or personal, which the said parties may now own or may be set off to them in the terms of this agreement, or that they may at any time hereafter hold or acquire any interest whatsoever in, either through devise, bequest, purchase or otherwise, it being understood that this settlement is a total and complete release of each party by the other of all matters and charges whatsoever, and that said parties shall after this settlement require nothing whatever of the other party, as though the marriage relation had never existed between them.

It is further agreed between the parties that should a divorce proceedings at any time hereafter be instituted, that the terms of this agreement may be entered as a part of any decree entered therein should the parties hereto so desire, and should the same be deemed necessary by the Court in said cause and for that purpose the proposed decree before it is submitted to the Court shall be submitted to counsel for each party hereto for examination

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and alterations if necessary so as to properly incorporate the terms of this agreement as set forth herein before the same is submitted to the Court for final approval and signature.

IN WITNESS WHEREOF the said parties hereto have, after consultation with their respective counsel, relative to the matters herein set forth and agreed upon, having been advised fully and fairly as to all of the facts and circumstances herein set forth, have hereunto set their hand the day and year first above written.

Executed in duplicate.

J. I. Crossley
Party of the First Part.

Lela G. Crossley
Party of the Second Part.

STATE OF IOWA, MADISON COUNTY ss.

On the 25th day of April A. D. 1942, before the undersigned, a Notary Public in and for said County of Madison and State of Iowa, came J. I. Crossley and Lela G. Crossley to me personally known to be the indentical persons whose names are subscribed to the foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed.

NOTARIAL SEAL

IN WITNESS my hand and official seal the day and year last above written.

Charles D. Van Werden
Notary Public in and for said County.