State Board of Social Welfare of Iowa
To
Casper and Mary H. Cox

#1232

Fee $ .70 ✓

Filed for record the 17 day of April A.D. 1945 at 1:50 o'clock P.M.

Pearl E. Shetterly, Recorder

AGREEMENT

This Agreement made and entered into by and between the State Board of Social Welfare of Iowa, party of the first part, and Casper and Mary H. Cox, party of the second part.

WITNESSETH: STATEMENT OF FACTS:

Gorham Palmer, received Old Age Assitance from the State of Iowa in the total sum of $1,360.00, plus funeral benefit in the amount of $100.00, making a total of $1,236.00.

Ida M. Palmer, spouse of Gorham Palmer, received Old Age Assistance from the State of Iowa in the total sum of $2102.10.

Said Gorham Palmer died July 15, 1941 seized of real estate described as follows: The North Fifteen (15) acres of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

By virtue of the Old Age Assistance Law of the State of Iowa the above described real estate became encumbered on account of Old Age Assistance payments and funeral benefit advanced to Gorham Palmer and Old Age Assistance payments advanced to Ida M. Palmer in the sums hereinbefore set out, subject to the School Fund Mortgage in the principal amount of $225.00.

The second party hereto proposes to pay at the rate of not less than $10.00 monthly, with the option of making larger payments at any time they may so desire, the first payment to be August 1, 1944, and said payments to first apply on the School Fund Mortgage of $225.00 and at such time as the same is paid in full with interest, like payments to continue until the sum of $275.00 is paid under this agreement to the Old Age Assistance; the contract to bear interest at the rate of 4 per cent from the date of execution until fully paid. Said interest to be payable annually and will be in addition to the stipulated monthly payments.

In the event the estate of the decedent, Gorham Palmer, is administered before the compromise settlement has been paid in full, the State Board of Social Welfare is to have the right, if it so chooses, to credit the amount of all payments made on the compromise settlement to reduction of the total amount of assistance advanced and have the right to file claims for the balance of such assistance accounts against the estate of the decedent.

AGREEMENT

It is therefore mutually understood and agreed by and between the parties hereto that the facts and proposals as set forth above are acceptable to both parties hereto and that the second parties hereto will promptly pay the sum of not less than $10.00 on August 1, 1944 and not less than $10.00 on the first day of each succeeding month thereafter until the sum of $225.00, with interest due, on the School Fund Mortgage, has been paid in full and said payments to continue thereafter until the further sum of $275.00 due first party, bearing interest at 4 per cent on the unpaid balance, payable annually, has been fully paid,

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at which time the lien herein will be released by the first party.

However, in the event of the failure on the part of the second party to punctually perform their part of this agreement by making payment as hereinbefore specified, the first party hereto may credit the lien with the amount of payments received at the time of default of the second party and proceed to collect the unpaid balance in a manner as provided by law; and, further, second party herein agrees that in event the estate of Gorham Palmer, deceased, is admitted to probate, first party may, if it chooses, file claims against said estate for the full amount of assistence and funeral benefit advanced to or on behalf of said Gorham Palmer and for the full amount of assistance advanced to or on behalf of Ida M. Palmer, less credit for all amounts paid to first party under this agreement. First party agrees not to open or cause to be opened an estate so long as terms and conditions of this agreement are met by second party.

Dated this 6th day of February, A.D. 1945.

STATE BOARD OF SOCIAL WELFARE OF IOWA
BY; R H Whitlatch
R. H. Whitlatch
Supervisor, Trust Section (First Party)
Casper Cox (Second Party)
Mary H Cox (Second Party)

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COMPARED