

Miscellaneous Record, No. 18, Madison County

M. A. Gifford & wife) Filed for record the 6th day of Aug A. D. 1915, at 9:40 o'clock A. M.
to Jeannette E. Beck, Recorder.
Mattie M. Gifford) Contract.

#2036

This article of agreement, made and entered into this 11th day of February, 1915, by and between M. A. Gifford and Anna L. Gifford, his wife, parties of the first part, and Mattie M. Gifford, party of the second part, witnesseth:-

That whereas on the 17th day of March, A. D. 1914, the parties to this agreement made and entered into a certain agreement the terms of which were at that time set out in writing and signed by the parties hereto, which contract is of record in Clarke County, Iowa in Book 16 on page 445 of the records of said County, and which contract and the contents thereof is hereby incorporated in to by reference and made a part of this agreement,

And whereas M A Gifford and Anna L. Gifford, parties hereto, are desirous of selling the land in Clarke County, Iowa described in the said contract above referred to and to perfect such sale the joining of Mattie M. Gifford, second party, in a deed for the same is necessary to convey the title thereto;

And whereas the said Mattie M. Gifford and the first party hereto, M A Gifford and Anna L. Gifford have agreed that in consideration of the said Mattie M. Gifford's signing such deed to said land in Clarke County, Iowa the said Mattie M. Gifford is to become the absolute owner of an undivided one-half interest of any land which becomes the property of the first parties hereto or of either of them subsequent to the signing of this agreement whether such property comes to the said parties or either of them by deed, contract, or in any manner whatsoever,

Now therefore the parties hereto hereby agree that in consideration of the signing of the said deed by the said Mattie M Gifford, which signature is hereby acknowledged, the said Mattie M. Gifford is automatically to become the owner in fee simple of an undivided one half interest in any real estate which subsequent to the signing of this agreement becomes the property of the first parties hereto or of either of them, and the interest of the said Mattie M. Gifford is to be in fee simple free from all liens and incumbrances, as between the first parties hereto and Mattie M Gifford whether her interest is subject to mortgages when acquired or not;

And the first parties hereto and each of them hereby agree to hold the said Mattie M Gifford and her interest in any real estate acquired by her under this contract, harmless from any liens and encumbrances in the same manner as was the interest of the said Mattie M Gifford in the Clarke County Land referred to in the contract of record in Clarke County, Iowa in Book 16 on page 445 of the records of said County, which contract is made a part of this agreement. But this contract is not intended to invest in the second party any real estate interest which may come to the first parties or either of them by descent or devise, nor in any interest which they may acquire after the death of second party.

Witness our hands this 11th day of February, 1915.

M. A. Gifford, First Party
Anna L. Gifford, First party.
Mattie M. Gifford Second Party

State of Iowa, Cass County, SS. On this 11th day of February, A. D. 1915 before me F. J.

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Macomber, Jr., a Notary Public in and for said County, personally appeared M. A. Gifford and Anna L. Gifford, His wife, and Mattie M. Gifford parties to the above and foregoing agreement, and who signed the same, and acknowledged that they executed the same as their free and voluntary acts, each severally making such a acknowledgment.

F. J. Macomber Jr.,

Notary Public for Cass County, Iowa.
My commission expires July 4, 1915

