

Miscellaneous Record, No. 19, Madison County

WILLIAM RUTHERFORD :  
& : AGREEMENT  
SUSAN RUTHERFORD :

Filed for record the 12th day of March, A. D.,  
1919, at 11:55 o'clock A. M.  
Nettie E. Winship, Recorder.  
Fee \$ .60.  
#905.

AGREEMENT.

THIS ARTICLE OF AGREEMENT, made and entered into by and between William Rutherford of Scott Township, Madison County, Iowa, party of the first part and Susan Rutherford of Scott Township, Madison County, Iowa party of the second part, Witnesseth as follows;

The said parties hereto, being husband and wife, hereby agree in order to adjust all differences between them as to their property, the support of themselves and family, the transaction of their business, and all other matters arising and occurring between them have this day appointed, and do hereby appoint C. J. Robinson and Asahel Read trustees to carry on, and conduct all their business of every nature and kind that they may hereafter have. And especially the renting of that part of the estate, hereinafter described, not used or farmed by William Rutherford.

It is further agreed that they will borrow of C. J. Robinson the sum of Three Thousand Dollars, and secure said sum by giving the said C. J. Robinson a first mortgage on the West Half of the North East Quarter of Section 28, Township 75, Range 27 West of the 5th P. M. Iowa. The said sum of Three Thousand Dollars is to be placed in the hands of the said C. J. Robinson and Asahel Read, the said Trustees, to be

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used by them for the support and maintenance of the said William Rutherford and Susan Rutherford.

That the said C. J. Robinson and Asahel Read, trustees, are to have the custody and control of the said fund as aforesaid, and are to use the same in buying all family necessities for the said William Rutherford and Susan Rutherford, to hire help for them, a nurse for them during their sickness, in fact they are hereby empowered to handle and use said money for the use and benefit of the said William Rutherford and Susan Rutherford as to these trustees may seem fit and proper.

It is further agreed that the said trustees shall out of the proceeds in their hands pay all the indebtedness of the said William Rutherford and Susan Rutherford. And their separate properties shall each be liable for one half of the mortgage indebtedness.

It is further understood and agreed that if the said sum of Three Thousand Dollars is exhausted in the support and maintenance of the said William Rutherford and Susan Rutherford during their life time then, and in that event the said William Rutherford and Susan Rutherford are to increase the mortgage indebtedness on said real estate for the purpose of raising more money for their living expenses. It is hereby understood and agreed that all the proceeds of the above described land, be it poultry, eggs, cream, cattle, hogs, horses or any other property whatever to be paid to the trustees to the end that it be used to pay for family expenses.

This contract is to terminate in the event of the death of either party after an Administrator or Executor has been appointed for their estate.

Witness our hands this 30th, day of November A. D. 1917.

Wm. Rutherford  
Susan Rutherford

STATE OF IOWA: MADISON COUNTY: SS.

On this 30th, day of November A. D. 1917, before me, the undersigned, a Notary Public, within and for said County, came William Rutherford and Susan Rutherford to me personally known to be the identical persons whose names are subscribed to the foregoing contract and acknowledged the execution of the same to be their voluntary act and deed.

Phil R. Wilkinson.  
Notary Public in and for Madison County, Iowa.

NOTARIAL  
SEAL