

Mortgage Record, No. 74,

FIDLER & CHAMBERLAIN, DAVENPORT, IOWA.

SEAL

Malinda Hays)
 to) Articles of Agreement
 Samuel D. & Alice M. Hillis)

Filed for Record the 20th day of August
 A.D. 1921 at 3.35 o'clock P.M.
 #1563 Fee \$.80
 Nettie E. Winship Recorder

THIS ARTICLE OF AGREEMENT, Made and entered into this 22nd, day of June A.D. 1921 by and between Malinda Hays of Madison County, Iowa, party of the first part, and Samuel D. Hillis and his wife, Alice M. Hillis, of Madison County, Iowa, parties of the second part. WITNESSETH. That the said party of the first part in consideration of the covenants and agreements hereinafter mentioned, on the part of the second part, to be kept, done and performed, does hereby agree to sell and convey by general warranty deed free and clear from any and all liens and incumbrances whatsoever unto the said second parties their heirs or assigns all the following described land situated in Madison County, Iowa, to-wit: The west half of the South East Quarter; and the south West Quarter of the North East Quarter of Section 8, Township 76 North, Range 28 West of the 5th P.M. Iowa. In consideration of which the second parties agree to sell and convey by general warranty deed free and clear from any and all liens and incumbrances whatsoever to the party of the first part, her heirs or assigns the following described real estate situated in Madison County, Iowa, to-wit: The South East Quarter of the South West Quarter of Section 5; and the North East Quarter of the North West Quarter; and the West 4 $\frac{1}{2}$ Acres of the ^{North} West Quarter of the North East Quarter of Section 8, all in Township 75 North, Range 28 West of the 5th P.M. Iowa. The said parties of the second part as a part of this transaction hereby agree to execute and deliver to Ory H. Peters their promissory note in the sum of Five Thousand Two Hundred and Fifty (\$5250.00) Dollars secured by a first mortgage on the South West Quarter of the South East Quarter; and the South West Quarter of the North

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East Quarter of Section 8, Township 76 North, Range 28 West of the 5th, P.M. Iowa, of even date herewith due March 1st, A.D. 1926 and bearing interest at the rate of 5½ per cent per annum, but it is understood that the said incumbrance will bear interest from and after March 1st, A.D. 1922, said interest payable annually.

As a part of the consideration hereto it is agreed that the second parties shall deliver to the first party a United States Liberty Bond of the face value of Five Hundred Dollars, and the first party agrees to take said bond at face value.

It is understood and agreed by and between the parties that the deeds to the several tracts conveyed by them will be made on this day and delivered when the titles are approved and accepted.

Possession of the said premises is to be given by each of the parties hereto on March 1st, A.D. 1922, but the first party assumes all liability for buildings and improvements, on the land conveyed to her by the parties of the second part and the parties of the second part assume all liabilities for the buildings and improvements on the land conveyed to them by the party of the first part, and each of the parties hereto are to carry insurance on the buildings, on the premises so conveyed to them.

It is understood and agreed that each of the parties hereto shall pay the 1921 taxes on the land they are hereby conveying,

Each of the parties hereto agree to deliver to the other party an abstract of title showing the title to the land they are hereby conveying to be a good merchantable title.

Witness our hands this 22nd day of June, A.D. 1921.

Malinda Hays
S.D. Hillis
Alice M. Hillis

The first party hereby acknowledged the receipt of the entire consideration for the land conveyed by her to the second parties in the sum of Thirty One Thousand and Fifty Dollars.

Malinda Hays.

State of Iowa Madison County SS: On this 22nd day of June A.D. 1921, before me Phil R. Wilkinson, a Notary Public within and for said County, personally came Malinda Hays, S.D. Hillis and Alice M. Hillis, personally to me known to be the identical persons whose names are affixed to the above instrument as grantors, and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

In Testimony Whereof, I have hereunto Subscribed my name and affixed my seal notarial on the date last above written.

Phil R. Wilkinson
Notary Public Madison County, Iowa.

