

Miscellaneous Record, No. 21, Madison County, Iowa.

Wm. L. Ledlie and wife
et al
to
N. J. Ledlie

#2491
Fee) ✓

Filed for record the 10 day of
October A. D. 1928 at 10:40 o'clock
A. M.
Gladys B. Devault, Recorder.

AGREEMENT

Whereas, Joseph L. Ledlie, deceased, late of Earlham, Madison County, Iowa, died seized of certain real and personal property, and,

Whereas, so far as it can at this time be ascertained, said decedent died intestate, and,
Whereas, the legal heirs of said decedent are the following persons, to-wit: N. J. Ledlie, the widow, of Earlham, Madison County, Iowa, Wm. L. Ledlie, a son, of Northbrook, Ill., and Chester K. Ledlie, a son of Earlham, Madison County, Iowa; and

Whereas, the total income possible to be derived from all the property both real and personal of said decedent's estate would only comfortably keep said N. J. Ledlie, as she is now old and feeble and unable to care for herself; therefore,

KNOW ALL MEN BY THESE PRESENTS:

That the said Wm. L. Ledlie, and his wife, Tena Ledlie, and Chester K. Ledlie, and his wife, Ruby Ledlie, in consideration of the sum of One Dollar and love and affection in hand paid by the said N. J. Ledlie, do hereby give and set over unto the said N. J. Ledlie subject to the conditions hereinafter set out, the use and benefit during her natural life, of their interest in the following described property, to-wit:

The West 35 feet of the East 57 Feet of the South 70 Feet of Lots 4 and 5 in Block 3 of the Original Town of Earlham, Madison County, Iowa, and,

Lots 6, 7, 8, 9, and 10, in Block 2 of Allen's Addition to the Town of Earlham, Madison County, Iowa, and,

The Northwest Quarter, (NW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section 6 in Township 77 North, Range 26 West of the 5th P.M., Iowa, except 6.13 acres in the Southwest part, and except 4.66 acres in the northwest part, and,

Lot Nine (9) of Section 35, Township 14, Range 25 East, in the County of Chaves, New Mexico, and,

Lots Three (3) and Four (4) and the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Five (5), Township 15, Range 25 East, in the County of Chaves, New Mexico;

Also all personal property consisting of household goods, livestock, tools, implements, notes and securities, and money, etc.

The further conditions of this agreement are as follows:

That none of the real estate or personal property of which our father the said Joseph L. Ledlie died seized, shall be sold during the life time of our mother the said N. J. Ledlie, unless by written agreement signed by all parties herein.

That our mother the said N. J. Ledlie shall pay the taxes and assessments on the real estate and other property as the same shall be due, and generally keep the premises in order and repair.

That our mother the said N. J. Ledlie shall collect for her own use all rents, interest, etc., from the property of the said estate, also renew notes and collect same or make loans as she may see fit.

That at the death of our mother the said N. J. Ledlie, this agreement shall be terminated and shall thereafter be of no force nor effect whatsoever, and the title to all our interest herein affected in the above mentioned property by reason of this agreement, shall rest in us as though this agreement had never been made.

That this agreement shall be subject to any will of our father the said J. L. Ledlie, which may hereafter be found.

The intent of this agreement is that our mother the said N. J. Ledlie shall during the remainder of her natural life time have the undisputed use of all the property of which our

