

County Public in and for Madison County, Iowa.

George Schnellbacher

To

Earl Simpson and Wife

#333

Fee \$1.80

Filed for record the 2 day of Feb.

A.D. 1935 at 4:00 o'clock P.M.

Velda C. Bishop Recorder.



AGREEMENT:

THIS ARTICLE OF AGREEMENT, made and entered into this 16th day of January, A.D. 1935, by and between George Schnellbacher, of Madison County, Iowa, hereinafter designated as party of the first ^{part} and Earl Simpson, and Hattie Simpson, husband and wife, of Madison County, Iowa, hereinafter designated as parties of the second part, WITNESSETH:

Party of the first part is the owner of one hundred and four (104) acres of land situated in Madison County, Iowa and described as follows to-wit:

For Release of assumed Mortgage see
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North Twenty-five (25) acres of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) and the West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$), except a tract of land described as follows: Commencing at the Southwest Corner thereof, running thence North Eleven (11) rods thence East Seventeen (17) rods, thence South (11) rods, thence West to the place of beginning; all in Section Thirteen (13) Township Seventy-five (75) North of Range Twenty-nine (29) West of the 5th P.M., Iowa

WHEREAS, first party is well advanced in years and in ill health and physically unable to farm, cultivate and care for the above described land in a good husbandlike manner, and physically unable to perform the ordinary work and labor necessary to make said land produce an income sufficient to pay the taxes, insurance and up keep and to provide the first party with the actual necessities of life, and

WHEREAS, first party has no relatives or heirs at law who are willing, or who have offered to come into the home of first party and provide him with the care and necessities of life which he now requires, and

WHEREAS, second parties have agreed with the first party to move onto said real estate and to occupy the dwelling house thereon and to farm and cultivate said land and to pay the taxes and insurance out of the income from said land and to provide and furnish first party a home in said dwelling house and to furnish first party with the necessities of life, as is hereinafter specified, and

WHEREAS, the above described real estate, and the improvements thereon, are in great need of repair and attention, and a great amount of labor is needed to place said real estate in a crop producing condition, and to place the improvements on said real estate in a good habitable condition, and in consideration of second party performing all the conditions set out herein, first party has this day made, executed and delivered to Daniel J. Gallery a Warranty Deed, to the above described real estate, conveying said real estate to parties of second ^{the} part, as of this date; said Warranty Deed to be held in escrow for second parties and to be delivered to second parties at such time as second parties have in substance fulfilled all the conditions set out herein. In the event second parties do not substantially comply in substance with all the conditions of this agreement, the said Daniel J. Gallery shall destroy the said Warranty Deed, and the title to said real estate involved herein shall pass under my last will and testament, and in event I leave no will and testament, title to said real estate shall pass according to laws of descent.

IT IS NOW THEREFORE AGREED, by and between the parties hereto, that first party has this day made, executed and delivered to Daniel J. Gallery, a Warranty Deed, to be held by Daniel J. Gallery in escrow and until after the death of the first party, and until such time as second parties have complied with the terms of this agreement; and that at such time as second parties have complied with all the terms and conditions hereof, the said Warranty Deed is to be delivered to second parties and second parties shall then have and receive fee-simple title to the real estate described herein, under and by virtue of said Warranty Deed, to have and to hold the same to the second parties, their heirs and grantees forever; the vesting of the title to said real estate shall, however, be subject to and dependent upon second parties complying with and carrying out the conditions herein provided for, as follows:

1. Second parties shall, within ten (10) days from and after the date of this agreement, move onto said real estate, and occupy the dwelling house located thereon and shall continue to have possession of and occupy said real estate until the death of first party, and until after such time after the death of first party as second party has complied with said agreement, at which time the legal title to said real estate shall pass to second parties, together with full possession thereof.

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2. That second parties shall provide first party with a home on said real estate for the remainder of his lifetime, and first party retains the right, and shall have the right to reside in and occupy the dwelling house now located on said real estate, or to occupy such other dwelling house as may hereafter be erected.
3. First party retains full title to, and the right to sell or dispose of, any of the household furniture or other articles which he now owns, or which are now located in the dwelling house on said real estate, except that first party will retain and keep a sufficient amount of household goods for the use of first and second parties.
4. That first party retains the ownership to the livestock which he now owns and which is situated on the above described real estate, and reserves the right to dispose of said livestock at his own pleasure, provided, that so long as first party owns said livestock second party shall have the right to all the increase thereof and to the dairy products from the cows.
5. That second parties shall farm and cultivate the real estate hereinbefore described according to their best judgment, providing second parties follow a program which will increase the fertility of said land.
6. Second parties shall erect and construct any fences, which may be necessary, and shall construct, erect or repair improvements which may be found necessary and shall pay for the costs of said improvements out of the income from said real estate.
7. Second parties shall have the right to do any cleaning, painting, papering and other repair work, which in their judgment the dwelling requires, and shall have the right to change, move or rearrange the household furnishings in said dwelling house to accommodate second parties.
8. First party shall receive from second parties, his board, room, clothing, medical expenses, and all other necessities of life, which the first party may require, and second parties shall furnish to first party, upon demand, a sum not to exceed Twenty-five (\$25.00) Dollars in cash, per year.
9. Second parties shall pay any and all taxes against said real estate, and any or all personal taxes of first party, and shall pay the insurance on said real estate, all of which shall be paid out of the proceeds from said real estate, and before delinquent.
10. That second parties shall pay to Dorothy Stence of Polk County, Iowa, when demanded, the sum of Two Hundred and Forty (\$240.00) Dollars, which sum is evidenced by a promissory note and an additional sum of Fifty (\$50.00) Dollars, owing by the first party to Dorothy Stence, (in the event Dorothy Stence demands payment of same, there being no evidence in writing of this indebtedness), and shall pay the expenses of the last illness and funeral of First party, and the costs of administration of his estate, and shall pay for a marker at the grave of first party, a sum of not less than Seventy-Five (\$75.00) Dollars, or more than (\$100.00) Dollars.
11. That in the event second parties refuse, or are unable to, or do not desire to comply with the terms of this agreement and shall vacate said real estate, and shall abandon the same at any time prior to the death of first party, such abandonment or vacating of said real estate, or a refusal to comply with other conditions of this agreement shall amount to and constitute a revocation and termination of this contract, and second parties shall have no claim, in law or in equity, against first party or his estate.
12. That second parties shall keep an itemized statement of the actual costs of materials purchased and paid for and used on improvements on said real estate; and that in the event first party desires to terminate this contract at any time prior to his death ^{may} do so by giving to the second parties a ninety-(90) day notice in writing, prior to the first day of March of any year hereafter; and by tendering to second parties the amount

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of the costs of improvements paid by second parties, it being understood and the intention of the parties hereto, that the income from said real estate, over and above the taxes and insurance and expenses of first party, shall compensate second parties for their labor and for any other services rendered.

13. That neither parties shall have the right to terminate this contract prior to March 1, 1936.
14. That neither parties shall have the right to mortgage or create any lien whatsoever on said real estate, during the lifetime of first party, unless agreed to by all parties hereto, and shall not enter into any agreement whatsoever, or take any action whatsoever, which will affect or interfere in any way with the rights of opposite parties.
15. That there is now located on said real estate a small park which first party has created and which has been held open for the use and enjoyment of the general public, and that first party shall retain the right to continue to maintain said park, and second parties shall not interfere with the first party's enjoyment thereof; after death of the first party, second parties shall be under no obligation to continue to maintain said park unless he desires to do so; provided, that during the life of this agreement second parties shall have the right to restrict, in whole or in part, the general public from attending this said park, if same interferes with the farming operations on said real estate, by second parties.

IT IS FURTHER UNDERSTOOD AND AGREED, that first party has this day made and executed, and published, his last will and testament; and that by the terms thereof has devised and bequeathed the real estate described herein to second parties, on condition that second parties shall carry out the terms of this contract; and that a cancellation or revocation of said will, or any part thereof, shall not change or alter any of the conditions of this contract.

George Schnellbacher,
First Party

Earl Simpson

Hattie Simpson
Second Parties

STATE OF IOWA)
) SS.

MADISON COUNTY)

On this 16th day of January, A.D. 1935, before me Jno. N. Hartley, Notary Public in and for Madison County, Iowa, personally appeared George Schnellbacher, Earl Simpson and Hattie Simpson, to me known to be the identical persons who executed the foregoing agreement, consisting of six pages, and acknowledge that they executed the same as their free and voluntary act and for the purposes therein expressed.

**NOTARIAL
SEAL**

Jno. N. Hartley
Notary Public in and for
Madison County, Iowa.