

Mortgage Record, No. 90, Madison County, Iowa

PARTIES OF THE SECOND PART.

Albert R. Rogers

#6660

Filed for record the 31 day of
December A.D.1938 at 11:20 o'clock
A.M.

To

Fee \$.70 ✓

Valda C. Bishop Farver, Recorder
Pearl E. Shetterly, Deputy

Loren & Elizabeth Farr

CANCELLATION AGREEMENT

THIS AGREEMENT, Made and entered into this 29th day of December, A.D.1938, by and between Albert R. Rogers, party of the first part, and Loren Farr and Elizabeth Farr, parties of the second part, witnesseth:

The parties hereto, for a valuable consideration, do mutually agree that one certain contract entered into on November 15, 1938, by and between the parties hereto, whereby the first party agreed to sell to the second parties the following described real estate, to-wit:-

The Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-one (21), Township Seventy-five (75) North, Range Twenty-eight (28), except that part in the Northeast (NE) corner thereof, lying and being North and East of Middle River, described as follows: Commencing at the North west (NW) corner of the Northwest Quarter (NW $\frac{1}{4}$) of said Section Twenty-one (21), thence East 25 Rods along the North line of said Northwest Quarter (NW $\frac{1}{4}$), thence in a Southwesterly direction to a point on the West line of said Northwest Quarter (NW $\frac{1}{4}$) 23 Rods South of the place of beginning, thence North to the place of beginning, containing in all 1.8 acres, more or less,

which contract was filed for record in the office of the County Recorder of Madison County, Iowa, on November 15, 1938, at 10:48 o'clock A.M., and recorded in Mortgage Book 90 on page 100, be, and the same is now and hereby cancelled and held for naught.

The first party is hereby relieved from conveying said real estate in compliance with said contract of November 15, 1938, and the second parties are hereby relieved of making any future payments under said contract.

The parties of the second part, Loren Farr and Elizabeth Farr, hereby relinquish any and all right of dower which they may have acquired under said contract of November 15, 1938.

Albert R. Rogers
First Party
Loren Farr
Elizabeth Farr
Second Parties

STATE OF IOWA MADISON COUNTY)SS:

On this 29th day of December, A.D.1938, before me, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Albert R. Rogers, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

(Notarial Seal)

Clair E. Hamilton
Notary Public in and for Madison County, Iowa

STATE OF IOWA MADISON COUNTY)SS:

On this 31st day of December, A.D.1938, before me, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Loren Farr and Elizabeth Farr, to me

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J. H. WELCH PRtg. CO., DES MOINES 7640

known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

**NOTARIAL
SEAL**

Clair E. Hamilton
Notary Public in and for Madison County, Iowa.