

Cecile McCleary
To

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Filed for record the 8 day of April
A. D. 1947 at 4:25 o'clock P. M.

Margaret E. Scarborough et al

Wilma M. Wade, Recorder

ARTICLE OF AGREEMENT

WHEREAS, Lucy Jane McCleary, died, testate, in Madison County, Iowa, October 27, 1920, seized of the fee simple title in and to an undivided one-half ($\frac{1}{2}$) interest of Lot Seven (7) in Block Eleven (11) of Pitzer and Knight's Addition to the Town of Winterset, Madison County, Iowa, and at the time of the death of said decedent, C. A. McCleary was the owner of the other undivided one-half ($\frac{1}{2}$) interest in and to said real estate, and

WHEREAS, under the terms of the Last Will and Testament of the said decedent, C. A. McCleary received the undivided one-half ($\frac{1}{2}$) interest in and to said real estate owned by

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the said Lucy Jane McCleary at the time of her death, (for and during his natural life) and upon the death of the said C. A. McCleary said undivided one-half ($\frac{1}{2}$) interest was devised and bequeathed to the children of the decedent, Lucy Jane McCleary named as follows, to-wit: Josephine Martin, Edith Pyers, Alfred McCleary, Charles R. McCleary, Margaget E. Scarborough. Adalaide Mills, now Adalaide Moore, Walker D. McCleary, and

WHEREAS, C. A. McCleary, died on the 3rd day of January, 1946, leaving surviving him his surviving spouse, Cecil McCleary, and at the time of the death of the said C. A. McCleary, the Division of Old Age Assistance, State Board of Social Welfare of Iowa, had and held an Old Age Assistance Lien against the undivided one-half ($\frac{1}{2}$) interest of the said C. A. McCleary in and to the above described property for Old Age Assistance furnished the said C. A. McCleary during his life time in the sum of Three Thousand Thirty One and 20/100 (\$3,031.20) Dollars, and

WHEREAS, the children and heirs-at-law of Lucy Jane McCleary, deceased, who are above named, desire that the said Cecil McCleary shall have the right to reside in and occupy the above described property as her homestead so long as she may desire to do so during her lifetime.

IT IS NOW THEREFORE AGREED by and between Cecil McCleary, hereinafter designated as party of the first part, and Josephine Martin, Edith Pyers, Alfred McCleary, Charles R. McCleary, Margaret E. Scarborough, Adalaide Moore and Walker D. McCleary, hereinafter designated as parties of the second part, that for a valuable and sufficient consideration, second parties hereby give, transfer and assign to first party the right to use and occupy as a homestead their interest in and to the following described property, to-wit: Lot Seven (7) in Block Eleven (11) of Pitzer and Knight's Addition to the Town of Winterset, Madison County, Iowa, and it is agreed that first party shall be obligated to pay such taxes on said property which are assessed and not exempted, and to keep said property insured and in a state of repair as good as the same is now in, and that she shall have the right to occupy said property as her homestead without any further obligation as to payment of rent or otherwise so long as she may live, and so long as she occupies said property.

IT IS ALSO UNDERSTOOD AND AGREED, that if first party shall vacate said property and move out of the same, that all her rights under this agreement, at the option of second parties, may terminate upon second parties giving to first party a thirty (30) day notice in writing of their intention to terminate this agreement.

Dated this 6 day of July, A. D. 1946.

COMPARED
Margaret E. Scarborough
Charles R. McCleary.
Edith Pyers

Cecile McCleary.
First Party
Adelaide Mills Moore
Josephine Martin
Alfred W. McCleary
Walker McCleary.

Second Parties