

Madison County, Iowa

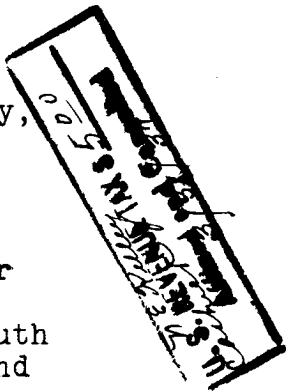
The Farmers & Merchants National Bank
of Winterset. #1507
To C.B.Luginbuhl, et al Fee \$ 1.90✓

Filed for record the 6 day of
April A.D.1937 at 10;15 o'clock
A.M.
Valda C. Bishop , Recorder

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That The Farmers and Merchants National Bank of Winterset, of the County of Madison and State of Iowa in consideration of the sum of Six Thousand & no/100 Dollars in hand paid by C.B.Luginbuhl of Polk County and L.E.Mason of Madison County, State of Iowa do hereby SELL AND CONVEY unto the said C.B.Luginbuhl and L.E.Mason the following de-

scribed premises situated in the County of Madison and State of Iowa, to-wit:
Lot Eight (8) and the East Twenty-two (22) feet of Lot Seven (7) in Block Ten (10) of the Original Town Plat of Winterset, Madison County, Iowa, except that part described as follows:- Commencing at the Southeast corner of said Lot Eight (8), running thence North Sixty-six (66) feet, Three (3) inches, to the center of the wall running East and West, thence West along the center of said wall a distance of Thirty-nine (39) feet, four and one-half (4½) inches to the center of the wall running North and South; thence South along the center line of said wall Sixty-six (66) feet and Three (3) inches to the South line of said Lot Eight (8); thence East Thirty-nine (39) feet Four and one-half (4½) inches along said lot line of said Lot Eight (8) to the place of beginning.



Agreement between Grantor and Grantees, dated January 18th, 1937, is attached hereto and by reference herein said Agreement is made a part of this deed.

And it hereby covenants with the said C.B.Luginbuhl and L.E.Mason that it holds said premises by good and perfect title; that it has good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever.

And it covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever, claiming by through or under it.

Signed this 31st day of March A.D.1937.
In Presence of

.....
(CORPORATE SEAL)

The Farmers and Merchants National Bank of Winterset
By N.E.Kelley Cashier.

State of Iowa, Madison County, ss.

On this 31st day of March, A.D.1937, before me J.W.McKee, a Notary Public in and for said County, personally appeared N.E.Kelley, to me personally known who being by me duly sworn did say, that he is the Cashier of The Farmers and Merchants National Bank of Winterset and that the seal affixed to said instrument is the seal of The Farmers and Merchants National Bank of Winterset, and that said instrument was signed and sealed on behalf of The Farmers and Merchants National Bank of Winterset by authority of its Board of Directors and the said N.E. Kelley acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

(NOTARIAL SEAL) J.W.McKee
Notary Public in and for Madison County, Iowa.

AGREEMENT

THIS AGREEMENT made and entered into this 18 day of January, 1937, by and between The Farmers and Merchants National Bank of Winterset, Iowa, Party of the First Part, and C.B. Luginbuhl of Polk County, Iowa, and L.E.Mason 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 contained, agrees to sell unto the Parties of the Second Part the following de-

scribed real estate, situated in Winterset, Madison County, State of Iowa, to wit:
Lot Eight (8) and the East Twenty-two (22) feet of Lot Seven (7) in Block Ten (10) of the Original Town Plat of Winterset, Madison County, Iowa, except that part described as follows; Commencing at the Southeast corner of said Lot Eight (8), running thence North Sixty-six (66) feet, Three (3) inches, to the center of the wall running East and West, thence West along the center of said wall a distance of Thirty-nine (39) feet, four and one-half (4½) inches to the center of the wall running North and South; thence South along the center line of said wall Sixty-six

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(66) feet and Three (3) inches to the South line of said Lot Eight (8); thence East Thirty-nine (39) feet Four and one-half ($4\frac{1}{2}$) inches along said lot line of said Lot Eight (8) to the place of beginning.

That the said Parties of the Second Part agrees to pay for said real estate the sum of Six Thousand Dollars (\$6,000.00) in the manner following, to wit:

The sum of Fifteen Hundred Dollars (\$1,500.00) upon the execution of this Agreement, the receipt of which is hereby acknowledged, and the balance of Four Thousand Five Hundred Dollars (\$4,500.00) upon the day the Party of the First Part tenders and delivers to the Parties of the Second Part a special warranty deed conveying said real estate to the Parties of the Second Part. In case Party of the First Part does not purchase the above described premises as hereinafter described, the Fifteen Hundred Dollars (\$1,500.00) deposited by Parties of the Second Part is to be at once returned to them.

It is further understood and agreed between the parties hereto as follows:

(1) That this agreement is to be carried out only if the Party of the First Part purchases the premises known as the Citizens National Bank property in Winterset, Iowa, from the present owner thereof, and if the property thus purchased includes any of the property above described.

(2) That the abstract of title is to show merchantable title to the property above described in Party of the First Part at the time the deed is tendered to Parties of the Second Part, but Party of the First Part is not required to furnish an abstract of title to Parties of the Second Part. Party of the First Part may, at any time prior to the transfer of title as herein provided, submit the abstract of title to Parties of the Second Part, together with an attorney's opinion thereon, and upon such submission Parties of the Second Part agree to either approve said title down to the date of the last continuation to the abstract, as submitted, or to state, in writing, their objections thereto.

(4) That Party of the First Part is to have the right to the joint use of the front stairway which is located on the property to be deeded to Parties of the Second Part, and in return for said use is to keep the same in proper repair and properly cleaned and decorated. Party of the Second Part is to keep the said stairway heated and both Parties are to bear equally the cost of a new floor covering for the stairs when needed, and also the expense of lighting said stairway. The use of said stairway by both parties hereto is not to interfere with the other's rights therein.

(3) That the real estate above described is to be conveyed by Party of the First Part to Parties of the Second Part by Sepceial Warranty Deed, in which the Party of the first Part covenants to warrant and defend the title to the property conveyed against all persons claiming by, through or under the said Farmers and Merchants National Bank.

(5) That the Party of the First Part is to have the sole and absolute use to the closet leading from the banking room under the stairway above described and to the room over said stairway occupied at present by Dr. H.F. Ilgenfritz as part of his dental suite and is to bear the expense of heating repairing and maintaining said rooms.

(6) That the Party of the First Part is to have the sole use of the flue attached to the west wall of the property being retained by the Party of the First Part and located in its entirety upon the real estate being purchased by the Parties of the Second Part, together with the right to enter the basement and go upon the roof of the property herein contracted to be conveyed to Parties of the Second Part for the purpose of cleaning, rebuilding or repairing said flue when, in the opinion of Party of the First Part, such cleaning, rebuilding or repairing is necessary.

(7) That each of the parties hereto shall have the right to pass through the property of the other, and over the roof thereof, for the purpose of repairing or replacing the roof on its or their building, and Party of the First Part is to have the right to the use of the drains and down pipes on the building conveyed to Parties of the Second Part for the purpose of draining the water off the roof.

(8) That Party of the First Part reserves title to the water meter in the garage

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basement that serves the bank property as well as to the water pipes necessary to furnish water to the premises retained by it, and to the line of ^{pipe} / leading through the garage basement to the radiators in the West room occupied by Doctor H.F. Ilgenfritz, with the right to enter the premises hereby contracted to be sold to Parties of the Second Part at any reasonable time for the purpose of repairing or replacing said meter or pipes..

(9) That both parties have the right to repair or change their heat or water pipes on the property of the other with the right of entry on the premises of the other for that purpose; however, should said repairs or entry damage the walls or decorations, the party causing such damage shall at his expense repair said damage.

(10) Both parties hereto reserve the right, at any time they see fit, to remove the pipes, water connections, and/or heating pipes and connections, or any of them, which serve the property owned by the other party, from the property of the one removing them, but in such case the party removing such pipes or connections is at his own expense to properly install and place them on the property of the other so that they will serve the same function as they do at present. This provision does not apply to any changes in heating pipes made necessary by the installation of a separate heating plant by Party of the First Part. Party of the First Part is to bear the expense of its own installation and Parties of the Second Part are to bear the expense of any changes, made necessary by such installation, in the heating plant and pipes on the property it is purchasing.

(11) That Parties of the Second Part will not make any change in the West wall of the building being purchased by them as will materially increase the insurance risk of Party of the First Part on the building retained by it, and any change so made is to be first approved by the Insurance Underwriters as being fireproof.

(12) That no party wall between the buildings of the Parties hereto can be changed, moved, removed, cut into, damaged or destroyed, in any manner, by either party without the written consent of the other party.

(13) That this entire agreement shall be in full force and effect as long as the building, the subject of this contract, shall stand, and shall be binding on both parties hereto, as well as their heirs, executors, administrators and assigns, and the deed from the Party of the First Part to the Parties of the Second Part shall recite these provisions herein contained, but the omission thereof shall not render this Agreement void or any the less binding.

(14) That the Parties of the Second Part shall furnish heat to the building of Party of the First Part from the time heating is discontinued by the Receiver of the Citizens National Bank of Winterset, Iowa, for a period of sixty (60) days or less, the time thereof being subject to the election of the Party of the First Part, for which heat so furnished the Party of the First Part agrees to pay to Parties of the Second Part One and 50/100 Dollars (\$1.50) per day for heat thus furnished.

WITNESS our hands this 18 day of January, A.D. 1937.

Executed in triplicate.

THE FARMERS AND MERCHANTS NATIONAL BANK, of Winterset, Iowa
By N.E. Kelley - Cashier Party of the First Part.
C.B. Luginbuhl
L.E. Mason Parties of the Second Part.