

Deed Record, No. 82, Madison County, Iowa

Clark Jones	#621	Filed for record the 10 day of February
To		A. D. 1948 at 1:30 o'clock P. M.
Adah Haas et al	Fee \$.70 VC	Wilma M. Wade, Recorder
	<u>AGREEMENT</u>	

THIS AGREEMENT made and entered into on this 29th day of May, 1942, by and between CLARK JONES, of Polk County, Iowa, FIRST PARTY and ADAH HAAS and ERLING B. HANSON, of Madison County, Iowa, SECOND PARTIES, WITNESSETH:

THAT WHEREAS the parties hereto entered into a written contract dated December 15, 1941, wherein the said First Party sold to the Second Parties the following described premises situated in Madison County, Iowa, to-wit:

The east half of the northeast quarter and the northeast quarter of the southeast quarter of Section 22; and the southwest quarter of the southwest quarter, the east half of the southwest quarter, the west half of the southeast quarter and the northeast quarter of the southeast quarter of section 23; and the northwest quarter of the northeast quarter of section 26, all in township seventy-six (76), range twenty-six (26), west of the 5th PM, Iowa, containing 400 acres more or less according to Government survey thereof.

and, WHEREAS, at about the same time the First Party sold to the Second parties approximately 1850 bushel of corn located on the above described premises, and,

WHEREAS there now appears:

1. That the premises above described are subject to an easement dated July 25, 1939 and filed for record on August 17, 1939, in Deed Record Book 77 at Page 153, Madison County, Iowa, and also that a portion of Section 23 above described is being used for road purposes by the party occupying the Howell Farm located just south of the above described premises which cuts off about four acres of the premises above described;

2. That the First Party has not delivered to the Second Parties the specified amount of corn purchased and that some of said corn has been spoiled by reason of the fact that said First Party has failed to deliver possession of a crib upon said above described premises as agreed and that said Second Parties have lost a brood mare by reason of the fact that some of the said spoiled corn was consumed by said mare, resulting in her death;

NOW, THEREFORE, THE PARTIES HERETO AGREE that by reason of the foregoing facts, the purchase price of said farm as specified in said real estate contract, dated December 15, 1941, shall be reduced by the sum of Five Hundred Dollars (\$500.00) which said sum shall be deducted from the last \$1500.00 payment provided for in said contract and in consideration thereof the Second Parties hereby agree to accept from the said First Party a Warranty Deed to said premises, subject to the Easement above referred to and subject to the roadway now being used by the occupant of the Howell Farm, which said roadway is located on a portion of the land situated in Section 23 above described, and also subject to the Penn Mutual Life Insurance Company mortgage of \$10,000. referred to in said contract, and the said Second Parties hereby release and discharge the said First Party from any further claims or liabilities by reason of the shortage of the corn purchased by Second Parties of the First Party, also on account of spoilage to said corn on account of the fact that said First Party failed to deliver possession of the crib as agreed and by reason of the loss sustained by the Second Parties through the death of a brood mare poisoned by eating some of the spoiled corn and said Second Parties acknowledge full settlement and satisfaction of all claims that they may now have or claim to have arising therefrom.

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Executed in duplicate this 29th day of May, 1942.

Clark Jones FIRST PARTY

COMPARED

Adah Haas.
Erling B. Hanson
SECOND PARTIES
