

Deed Record, No. 78, Madison County, Iowa

The Travelers Insurance
Company
To

#3081
Fee \$.70

Filed for record the 30 day of July
A.D. 1942 at 11:35 o'clock A.M.

Pearl E. Shetterly, Recorder

Herbert R. and Lois E.Spencer

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That THE TRAVELERS INSURANCE COMPANY, a Corporation duly organized and existing under and by virtue of the laws of the State of Connecticut, whose principal place of business is in Hartford County, State of Connecticut, being duly authorized to transact business in the State of Iowa, in consideration of the sum of Three Thousand, Seven Hundred, Twenty-five and no/100 DOLLARS (\$3,725.00) in hand paid by Herbert R. Spencer and Lois E. Spencer of Madison County and State of Iowa, does hereby SELL AND CONVEY unto the said Herbert R. Spencer and Lois E. Spencer the following described premises situated in the County of Madison and State of Iowa, to-wit:

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ACRES-BLACKMAR CO., BURLINGTON, 23027

A strip of land 43 rods and 24 links in width off the West side of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Fourteen (14), excepting therefrom the following described tract, to-wit: commencing at a point 12 rods South and 21 rods East of the Northwest corner of the said forty acre tract, running thence East 10 rods, thence South 8 rods, thence West 10 rods, thence North 8 rods to the place of beginning, and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Fourteen (14); and the East 28 acres of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-three (23), and commencing at the Northwest corner of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-three (23), running thence South 62 rods, thence East 43 rods and 24 links, thence North 62 rods, thence West 43 rods and 24 links to place of beginning, excepting from the above described land all that part thereof deeded for railroad right-of-way across the same, all in Township Seventy-five (75) North, Range Twenty-nine (29), West of the 5th P.M.

This deed is delivered pursuant to and in full satisfaction of a Land Contract between the parties hereto, dated September 27, 1937, recorded March 31, 1938 in Book 88, page 457, and the warranties herein contained extend to September 27, 1937, only; and

As a part of the above recited consideration, and simultaneously with the delivery of this deed, the grantees herein are executing and delivering to the grantor herein a first lien purchase money mortgage, in the principal sum of \$2,800.00, and this deed is subject to said mortgage; and

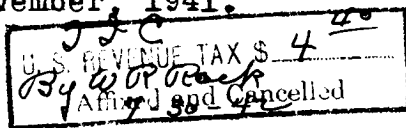
The grantor herein also excepts and reserves from this conveyance any and all fixtures and/or personal property which may be owned or claimed by any person or persons other than the grantor herein; and this deed is subject to current agricultural lease, also subject to any and all mineral leases and mineral grants of record, also subject to any and all easements and rights-of-way of record and/or those now in existence and in use upon the property, also subject to all unpaid bonded or certificate indebtedness for drainage, also subject to unpaid taxes and assessments as follows: the grantees assume and agree to pay the taxes assessed for the year 1938, payable in the year 1939, and all subsequent general taxes; and to pay any and all instalments on special assessments from and after January 1st, 1938, as the same shall become due and payable; also subject to all roadways and highways and ^{the}rights of the public therein, whether established by grant in fee, or by grant by way of easement, or by use; and subject to all easements and rights of way of any nature;

And the said Corporation hereby covenants with the said Herbert R. Spencer and Lois E. Spencer that it holds said premises by good and merchantable title, that it has good right and lawful authority to sell and convey the same, and that they are free and clear of all liens and incumbrances whatsoever, except as above stated.

And the said Corporation hereby covenants to WARRANT AND DEFEND the title to the said premises against the lawful claims of all persons whomsoever, except as above stated.

IN WITNESS WHEREOF the said Corporation has caused these presents to be signed and attested this 21st day of November, 1941.

(CORPORATE SEAL)



THE TRAVELERS INSURANCE COMPANY ^{ap}
By H. A. Giddings Vice-President ^(H. A. Giddings)
Attest C. P. Osgood Secretary
(C.P.Osgood)

STATE OF CONNECTICUT COUNTY OF HARTFORD)ss:

On this 21st day of November, A.D., 1941, before me, F. C. Smith, a Notary Public in and for Hartford County, Connecticut, personally appeared H.A.Giddings, to me personally known, who being by me duly sworn did say that he is the Vice-President of the said THE TRAVELERS INSURANCE COMPANY and that the seal affixed to said instrument is the seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and ^{said}H. A. Giddings acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

F. C. Smith Notary Public
in and for Hartford County, Connecticut

My Commission expires January 31, 1944

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