

257
Deed Record No. 72, Madison County, Iowa

Acres-Blackmar Co. Burlington 2080

D. C. Shaver and Laura Cason

#2572

Filed for record this 18 day of June
A. D. 1936 at 10:48 O'clock A. M.
Valda C. Bishop, Recorder

To

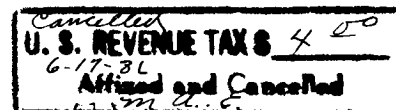
Fee \$.50 ✓

Joe Lindburg

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That D. C. Shaver and Laura Cason, each unmarried, of the County of Madison and State of Iowa in consideration of the sum of One Dollar and the consideration hereinafter mentioned in hand paid by Joe Lindburg, of Scott County, State of Iowa do hereby sell and convey unto the said Joe Lindburg the following described premises situated in the County of Madison and State of Iowa, to-wit:



The East 62 acres of the North Half ($\frac{1}{2}$) the Southeast Quarter ($\frac{1}{4}$) and the South $4\frac{1}{2}$ acres of the East Three-fourths ($\frac{3}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Eight (8), and a tract of land 8 rods North and South by 4 rods East and West in the Southeast corner of the West Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of said Section Eight, in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa. Possession to be given not later than March 1st, 1937.

As additional consideration for the execution and delivery of this deed, the parties hereto agree that the acceptance hereof by the grantee shall constitute a release of the grantors from personal liability for the payment of the indebtedness secured by a mortgage executed by Henry Willis and wife, Sarah J., to Lillie McKinney, said mortgage being dated Feb. 21, 1917, and filed for record Mar. 5, 1917, and recorded in Book 60 on page 139 of the Mortgage Records of Madison County, Iowa, the payment of which mortgage was assumed by the grantors herein under Deed of Warranty from Henry Euglin and wife, Leah M., to the said D. C. Shaver and Laura Cason, which deed is dated Mar. 1, 1922 and was filed for record Nov. 21, 1923, and recorded on page 570 of Book 65 of the Deed Records of Madison County, Iowa; this conveyance being made expressly subject to said mortgage with the express agreement on the part of the parties hereto that said mortgage shall not merge in the title but shall remain a lien separate and distinct from the legal title, and may be foreclosed at any time by grantee herein.

And we hereby covenant with the said Joe Lindburg that we hold said premises by good and

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and perfect title; that we have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever, except said mortgage and the unpaid taxes against said land.

And we covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except said mortgage and the unpaid taxes against said land.

And the said --hereby relinquishes her right of dower in and to the above described premises

Signed this 15 day of June A. D. 1936

In Presence Of
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D. C. Shaver
Laura Cason

Laura Cason

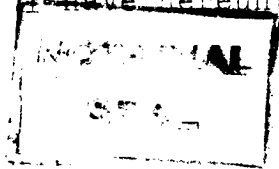
State of Iowa,

) SS.

Madison County

On this 15 day of June A. D. 1936, before me, the undersigned, a Notary Public within and for Madison County, State of Iowa, personally came D. C. Shaver and Laura Cason, each unmarried, personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the date last above written.



W. T. Guiher
Notary Public within and for said County

Notary Public within and for said County