Nelson & Sons
to
C. H. Clark

#2355
Fee $1.70

Filed for record the 10 day of October A. D. 1930 at 10:50 o'clock A. M.
Mildred E. Knott, Recorder.

FEEDING CONTRACT

THIS CONTRACT AND AGREEMENT, Made and entered into this 22nd day of Aug. 1930, by and between Nelson & Sons of Deer Lodge County of Powell, State of Montana, hereinafter known as the Grower, and C. H. Clark Winterset, of Madison County, State of Iowa, hereinafter known as and called the Feeder.

WITNESSETH: For and in consideration of covenants to be made and kept by the Feeder, the Grower hereby agrees to deliver, and the Feeder hereby agrees to accept 1 D.D. lambs, to be delivered at the shipping point of the Grower, which is located at Deer Lodge, Montana on the following terms and conditions:

WEIGHT: Lambs to have a minimum weight of forty pounds and a maximum weight of seventy pounds.

TIME OF DELIVERY: All lambs to be delivered by the Grower, F. O. B. cars, not later than the date of Aug 25, freight charges to feeder destination to be advanced by Grower.

OWNERSHIP: Title to above lambs to remain in the Grower and the billing of the lambs to the feeding destination to remain in the Grower's name.

CHARGES: Grower hereby consents to pay one-half of all freight, commission selling and stoppage in transit charges, from shipping point to the market point.

For and in consideration of the above covenants to be made and kept by the Grower, the feeder hereby agrees to accept the above described 294 lambs, weight 18550 on the foregoing terms, and agrees to supply all feed necessary to fatten the lambs for sale on the Fat Lamb Market at his own expense, and further agrees to pay one half of all charges, consisting of freight, commission, selling and stoppage in transit charges; also Feeder hereby assumes all death loss in feeding Grower assumes all death loss to feeder destination.

It is hereby mutually agreed that the said above described lambs to be in healthy condition, no buck lambs, long tails, sick, bums or cripples to be received by the Feeder at the shipping point, and all lambs to be weighed at the shipping point with dry fleeces, after a twelve hour shrink or its equivalent.

Grower hereby agrees to furnish lambs free of encumbrance or statement from Mortgage of said lambs, consenting to the delivery to the Feeder.

Feeder hereby agrees in event a crop mortgage or Land-Lord's Lien appears of record against the food or grain which will provide feed for the above described lambs, a written consent from the lien holder will be given, consenting to permission to place said feed or grain in the lambs for fattening purposes.

MANNER of SETTLEMENT; It is hereby further mutually agreed that the lambs delivered shall be weighed by a representative of the Railroad Company receiving said lambs for shipment, and the Grower will receive payment for the lambs at the fat lamb selling price, for the original weight as delivered to the Railroad Company at the shipping point, less the one-half amount of all charges as previously stated; and the Feeder to receive the balance of the sale proceeds, less the remaining one-half of all charges incurred.

C. H. Clark

Nelson & Sons
by Ralph Nelson

The following provisions are supplemental to and to be considered a part of the feeding contract and agreement, attached hereto, made and entered into the 22nd day of August, 1930, by and between the undersigned parties:

In the event that the aforesaid lambs are not properly fed and taken care of by the feeder, it is hereby agreed that the Grower shall have a right to repossess the lambs at any

time, and it is further agreed that a committee of three, one of whom will be appointed by the Grower, one by the Feeder, and a third member selected by the two members named will settle the question of feed cost and services rendered by the Feeder.

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Payment for the lambs will be made by the Commission firm to whom they will be consigned, on the basis outlined in this contract and remittance for amounts due will be sent to the Grower and Feeder as their interests appear.

Dated this 29 day of Aug, 1930.

C. H. Clark
(Feeder)

Nelson & Sons
(Grower)
by Ralph Nelson

STATE OF MONTANA)
SS.
COUNTY OF POWELL)

On this 13th day of September, 1930, before me, Elizabeth Knopf, a Notary Public for the State of Montana, residing at Deer Lodge, Montana, appeared Ralph Nelson, to me personally known, who, being by me duly sworn did say: That he is a member of the co-partnership of Nelson & Sons, consisting of Nels Nelson, Edward Nelson and Ralph Nelson, doing business under the firm name and style of Nelson & Sons, at Deer Lodge, Power County, Montana, designated in the foregoing feeding contract and the supplemental agreement thereto attached, as the grower, and that said instruments were signed and sealed on behalf of the said co-partnership by authority of said co-partners and said co-partnership, and said Ralph Nelson acknowledged said instrument to be the voluntary act and deed of said co-partnership, and that said co-partnership has no seal, corporate or otherwise.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

NOTARIAL SEAL

Elizabeth Knopf

Notary Public for the State of Montana, residing at Deer Lodge, Montana. My Commission expires April 10th, 1931.

STATE OF IOWA)
SS.
COUNTY OF MADISON)

On this 23rd day of September, A. D. 1930, before me, personally appeared C. H. Clark to me known to be the person named in and who executed the foregoing feeding contract and supplemental agreement thereunto attached and acknowledged to me that he executed the same as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

NOTARIAL SEAL

C. E. Hamilton

Notary Public in and for said County.
My Commission Expires July 4, 1933.

STATE OF MONTANA)
SS.
COUNTY OF POWELL)

Ralph Nelson, a member and a co-partner of Nelson & Sons, a co-partnership, consisting of Nels Nelson, Edward Nelson and Ralph Nelson, having its principal place of business at Deer Lodge, Montana, designated in the foregoing feeding contract and supplemental agreement thereto, as the grower, being duly sworn upon his oath, deposes and says: That the foregoing feeding contract and the agreement supplemental thereto, was and were each and both, made in good faith for the purposes therein mentioned, and without any design to hinder, delay or defraud creditors of either the grower or the feeder.

Ralph Nelson

Subscribed and sworn to before me, this 13th day of September, 1930.

NOTARIAL SEAL

Elizabeth Knopf

Notary Public for the State of Montana, residing at Deer Lodge, Montana. My Commission expires April 10th, 1931.

STATE OF IOWA)
SS.
COUNTY OF MADISON)

C. H. Clark the person described in the foregoing feeding contract and the agreement supplemental thereto, as the feeder, being duly sworn upon his oath, deposes and says: That the foregoing feeding contract and the agreement supplemental thereto, was and were each and both made in good faith for the purposes therein mentioned, and without any design to hinder, delay or defraud creditors of either the grower or the feeder.

C. H. Clark

NOTARIAL SEAL

Subscribed and sworn to before me, this 23rd day of September, A. D. 1930.

C. E. Hamilton

Notary Public in and for said County.
My Commission Expires July 4, 1933.

RECORDER'S OFFICE
State of Montana)
)ss.
County of Powell)

I, DANIEL B. HERTZ, JR., County Clerk and Ex-Officio Recorder in and for said County, do hereby certify that Elizabeth Knopf before whom the foregoing acknowledgement and affidavit was taken, was at the time of so doing, and is now a duly qualified, commissioned and appointed Notary Public, in and for said County, and that full faith and credit are due to all his official acts as such, and that he is duly authorized to take acknowledgements; that I am acquainted with the handwriting of said Notary Public, and verily believe that the signature to said certificate or proof of acknowledgement is genuine.

IN WITNESS WHEREOF, I hereunto set my hand and affix the Seal of said County, this 13th day of September A. D. 1930.

(SEAL)

Daniel B. Hertz Jr.
County Clerk and Ex-Officio Recorder.

CERTIFICATE OF WEIGHER.

I, H. W. Boulter, a representative of the Chicago, Milwaukee, St. Paul & Pacific Railway Company, the railroad company receiving certain lambs for shipment in the name of Nelson & Sons, to C. H. Clarke, a feeder at Winterset, Iowa, do hereby certify that after a twelve hour shrink, at Deer Lodge, Powell County, Montana, the shipping point of said lambs, that I weighed Two Hundred & Ninety Four lambs, consigned to John Clay & Co. Chicago, and that the aggregate weight of said lambs, after said shrinkage, was Eighteen Thousand Five Hundred & Fifty pounds.

I further certify that the said lambs are the same lambs shipped from Deer Lodge, Montana, to Winterset, Iowa, on the 26 day of August, 1930, by said Nelson & Sons, in Milwaukee car, 110151 decker, No._____, and in _____car,_____decker, No.____

Dated at Deer Lodge, Powell County, Montana, this 26 day of August, 1930.

H. W. Boulter

A Representative of the Chicago, Milwaukee, St. Paul & Pacific Railway Company, at Deer Lodge, Montana.

Winterset, Iowa.
September 23, 1930.

I hereby certify that I received the above described lambs at Winterset, Iowa, from said railway company, all in good shape and all of said lambs branded with a balck paint L brand, and I agree hereby to accept the weight or weights above mentioned as correct.

C. H. Clark Feeder.

(NOTE: This certificate of weighing and receipt should be signed in triplicate; one to be delivered to the feeder; one to the grower and one to the Commission House)

Security Loan & Title Co, hereby consents that lessee, C. H. Clark may put 894 head of lambs on its farm now occupied by him & fed for fat lamb market.

Security Loan & Title Co.

By Harry F, Anderson, Secy.

COMPARED