L.A. Hamand & Wife
To
Ed Lavalleur

#470
Fee $ .90

Filed for record the 28 day of January A.D. 1947 at 4:23 o'clock P.M.
Wilma M. Wade, Recorder

AGREEMENT

This agreement made and entered into this 20th day of January, 1947, by and between L. A. Hamand and Versa R. Hamand, his wife, of Ozark County, Missouri, parties of the first part, and Ed Lavalleur, of Madison County, Iowa, party of the second part;

WITNESSETH: That the parties of the first part do hereby agree to sell and do sell and convey unto the party of the second part, the following real estate situate in Madison County, Iowa, to-wit: All of the East 22 feet of Lot 4, in Block 1, in the original Town of East Peru, Madison County, Iowa, for the price and sum of $550.00, payable as follows: The sum of $100.00 paid by the party of second part unto parties of first part upon the execution of this agreement, the receipt of which is hereby acknowledged by parties of first part; the balance of $450.00 to be paid by second party unto parties of first part upon delivery to second party a warranty deed duly executed and acknowledged by parties of first part, conveying the above real estate unto second party. (The parties of first part are not to furnish an abstract of title to this land, and any title expense shall be at the expense of party of second part.) The party of second part shall pay all taxes due in the year 1947 and thereafter on said real estate.

The parties of the first part are at present time owners of a building directly west of the above described lot, and as a part of the consideration herein, grant unto the party of the second part the right to the use of the east wall of such building for the purpose of constucting a building upon the lot, or parcel of lot above described, with the right to use and enjoy such wall, jointly with parties of first part, so long as the building belonging to parties of first part on the adjoining lot shall stand; provided however that in the event the building now owned by parties of first part shall be damaged or destroyed by fire, tornado, earthquake, or any other damage which is unavoidable, to the extent that the same cannot be used without repair, then the right herein granted to the party of second part for the use of such wall shall be terminated and revoked, and parties of the first part shall in no way be held responsible for any damage or expense of any kind by reason of the right herein granted to the use of such wall.

In the event parties of first part should sell the building now owned by them directly west of the above described real estate, such building shall be conveyed by first parties subject to the right herein granted unto the party of second part.

And the party of the second part, as a part of the consideration herein, agrees to construct a chimney, near the front end of the building to be constructed on the real estate above described, so arranged and constructed that such chimney may be used by the occupant of the building now owned by parties of first part and directly west of the above described real estate, and does hereby grant unto the parties of first part the right to the use of chimney in such building adjoining this parcel land.

It is agreeable with parties of first part that a door may be made in the wall between the two buildings situated on the above land and the land adjoining on the west of same, for use by the occupants of such buildings, provided the occupants of the buildings desire to

have a door between them and agree to construct the door.

Witness our hands the day and year first above written.

L.A. Hamand
Versa R. Hamand
Parties of first part

Ed Lavalleur
Party of second part

STATE OF MISSOURI, COUNTY OF OZARK) SS

On this 20th day of January, 1947, before me personally appeared L. A. Hamand and Versa R. Hamand, his wife, to me known to be the persons described in and who executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at office in Gainesville, Mo., this 20th day of January, 1947.

(Notarial Seal) Paul Boone Notary Public

STATE OF IOWA, COUNTY OF MADISON) SS

On this 27th day of January, 1947, before me personally appeared Ed Lavalleur, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

NOTARIAL SEAL

In Testimony Whereof I have hereunto set my hand and affixed my official seal at office in Winterset, Iowa, the day and year above written.

My Commission expires: July 4, 1948 Esther Cochran Notary Public