MATT PARROTT & SONS CO., WATERLOO, IOWA F27346

W. J. Madsen & wife
To
Carl Dare & wife

#4322

Fee $ 2.00

Filed for record the 7 day of July A. D. 1953 at 1:15 o'clock P. M.

Wilma M. Wade, Recorder

ARTICLES OF AGREEMENT FOR EXCHANGE OF PROPERTY

(1) THIS AGREEMENT, Made and entered into this 11 day of February A. D. 1953 by and between Carl Dare and Jane W. Dare, husband and wife of the County of Polk and State of Iowa Parties of the First Part, and W. J. Madsen and Matilda Madsen, husband and wife of the County of Madison, and State of Iowa Parties of the Second Part.

(2) WITNESSETH, That the said Parties of the First Part, do hereby promise and agree to and with the said Parties of the Second Part, to sell, and convey by warranty deed to the said Parties of the Second Part for the consideration of $2,000.00 and property described in paragraph 3, the following Real Estate, situated in Polk County Iowa and described as follows, to-wit: 1500 - 44th St. Des Moines Iowa - S1/2 of Lot 6 and all of Lot 7, Whitcomb - an O.P. now included in and forming a part of the City of Des Moines, Iowa.

Subject to the following encumbrances only, to-wit: A 1st mortgage to United Federal Savings & Loan Association of Des Moines - to be assumed by parties of the second part. Balance unpaid thereon being slightly less than 9,000.00.

(3) IN CONSIDERATION WHEREOF, The said Parties of the Second Part, do hereby promise and agree, to and with the said Parties of the First Part, to sell, and convey to the said Parties of the First Part by contract for warranty deed, the following described real estate, situated in Madison County, Iowa, and described as follows, to-wit: as described in a contract dated March 1st - 1952 by and between the parties of the second part and Harley Pearson and filed for record in the Recorders Office of Madison County at Winterset Iowa June 4th, 1952.

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Subject to the following encumbrances only, to-wit: as set forth in the above described contract.

(4) AND IT IS FURTHER AGREED, That each party shall, within 20 days furnish abstracts of title continued to the date of this contract, showing merchantable title in the respective grantors free and clear of all liens, taxes and encumbrances, except those above specified and except building restrictions of record.

All interest, rents and insurance shall be adjusted and prorated to March - 1st, 1953, at which time conveyances of the respective properties shall be delivered and possession given, and the parties hereto bind themselves, their heirs, executors, and administrators, each unto the other, for the full performance of this contract.

(5) There is herewith deposited with None as broker, the sum of $ - by - and $ - by - as ernest money, the same to apply on the consideration above, or to be returned when this agreement is consummated, or to be applied on the commissions herein agreed upon.

(6) It is understood that no representations made by the agent in the negotiation of this sale are being relied upon unless incorporated herein in writing, and that this property has been offered me by no other person. Any agreement written on the back hereof shall be a part of this contract.

(7) Roller shades, curtain rods, linoleum, storm sash, screens and electric fixtures are to be left with the properties unless excepted on the back of this contract.

(8) In case either party fails to perform his part of this agreement, the other party may at his option forfeit this contract by thirty days' notice, or may proceed by action at law or equity to enforce the same as provided by law, and the party in default shall pay all costs including attorney's fees, and a receiver may be appointed.

(9) It is agreed that none has earned a commission from each party.

The conditions on the back hereof are a part hereof.

(10) IN WITNESS WHEREOF, The respective parties have hereunto subscribed their names, on the day and year above written.

ATTEST: Carl Dare, Jane W. Dare — W. J. Madsen, Matilda Madsen

#9A. Parties of the 1st part are to be permitted to occupy 1500-44th and shall make the payments under the mortgage during there residence until March 1st - 1954. Should the parties of the second part desire to sell said property the sale shall be handled by Carl Dare Realtor. Parties of the second part are permitted to occupy the dwelling on real property described in Para. 3 but not longer than sale date of 1500-44th and not later than March 1st - 54. Oscar Axtheln may reside in said dwelling also.

#9b. The 2,000.00 referred to in para. 2 shall not bear interest and will be due Dec. 1 - 1953 as shown on note.

#9c. 10 sows bred to farrow in April shall be included for 250.00 additional cash.

COMPARED