MATT PARROTT & SONS CO., WATERLOO, IOWA F27346

Herman C. Grulke & wife
To
Madison County, Iowa

#196

No Fee

Filed for record the 8 day of January A. D. 1954 at 1:30 o'clock P. M.

Wilma M. Wade, Recorder

AGREEMENT FOR THE SALE OF LAND

THIS AGREEMENT, made and entered into by and between Herman C. Grulke and Jennie Grulke, Husband and Wife, hereinafter called the Seller, and Madison County, Iowa, hereinafter called the Buyer,

WITNESSETH: that the Seller has this bargained and sold to the Buyer, and the Buyer has agreed to purchase from the Seller and pay therefore, the real estate, situated in Madison County, Iowa, described as follows, to-wit:

Commencing at the center of Section 20, Township 76 North Range 27 West of the 5th P. M., thence West 653.7'; thence North 23° 15' West 132.5' to the point of beginning; thence North 23° 15' West 567.4', thence South 88° 45' East 596.2'; thence South 1° 18' West 297.45'; thence South 70° 41' West 394.5'; thence South 16° 49' East 79.7'; thence South 73° 11'

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West 30.0' to the point of beginning, containing 4.46 acres more or less. (Note: The North line of the Southwest Quarter of said Section 20 is assumed to lie due East and West.)

for the agreed sum of One Thousand Seven Hundred Eighty-Four Dollars ($1,784.00), of which one dollar has been paid in hand, the receipt of which is hereby acknowledged by the Seller. The remainder of the purchase price, amounting to One Thousand Seven Hundred Eighty-Three Dollars ($1,783.00), shall be paid by the Buyer to the Seller on or before January 2, 1954. Possession shall be given, if the Buyer has made all payments then due, on the 2nd day of January, 1954, on or before which time the Seller shall convey the premises herein described to the Buyer by good and sufficient Quit Claim Deed. It is further agreed, however, that the Buyer herein shall have immediate right of access to the above described real estate, for the purpose of undertaking such preparatory work as it desires.

It is further agreed that the Buyer herein shall furnish all necessary posts and wire required to fence all of the land herein described in its entirety, and will undertake all necessary work to perform such fencing. It is further agreed that all dirt from stripping to beundertaken by the Buyer upon said real estate shall be hauled to a location upon the premises presently occupied by the Sller, to be used for building a dam for a pond, and the Buyer herein agrees to undertake all necessary work in this connection to build said dam. It is further agreed that the Buyer herein, as an additional consideration for the agreement herein expressed, shall surface with rock the driveway leading from the garage situated upon the premises presently occoupied by the Seller to the public roadway.

It is further agreed that, in the event the Buyer should at any time in the future desire to sell the real estate herein conveyed, the Seller herein, or the then owner of the adjacent tract from which the above described real estate is being taken, shall be afforded the first opportunity to purchase said real estate at the best bona fide price obtainable by the Buyer herein at such time. It is further agreed that the deed to be given by the Seller hereunder shall contain such a provision.

In case of suit in equity or action at law, to enforce any terms hereof or to recover judgment for money due hereunder or for breach hereof, a reasonable attorney's fees shall be taxed against the losing Party and added to the costs. The Buyer and the Seller both acknowledge that there have been no representations made on the part of either which are not herein expressed.

It is further agreed by the Parties hereto that all of their undertakings herein shall be binding upon the heirs, devisees, administrators, assigns, successors in office, and personal representatives of the respective Parties hereto.

IN WITNESS WHEREOF, the Parties have hereunto set their signatures this 6th day of January, 1954.

MADISON COUNTY, IOWA, By
Garland Howell
O. C. Hart
GlennShoemaker
Members, Madison County, Iowa,
Board of Supervisors, Buyers

H. C. Grulke
Jennie Grulke
Sellers

STATE OF IOWA, MADISON COUNTY) ss

On this 6th day of January, 1954, before me, a Clerk of Court in and for Madison County, Iowa, personally appeared Herman C. Grulke, Jennie Grulke, O. C. Hart, Garland Howell and Glen_Shoemaker, to me known to be the persons named in and whose signatures are affixed to the foregoing agreement, and acknowledge that said instrument and their execution thereof were their voluntary acts and deeds.

(DISTRICT COURT SEAL) COMPARED

Pearl E. Shetterly Clerk of Court
in and for Madison County, Iowa.