MATT PARROTT & SONS CO., WATERLOO, IOWA F27346

Oliver P. Haxton & wife
To
Robert B. Haxton et al

#993

Fee $ 1.80 VGE

Filed for record the 16 day of February A. D. 1954 at 4:48 o'clock P. M.
Wilma M. Wade, Recorder

AGREEMENT FOR EXCHANGE OF REAL ESTATE

THIS AGREEMENT Made and entered into this 22 day of September, A. D. 1953, by and between Oliver P. Haxton and Audrey Haxton, husband and wife parties of the first part, and Robert B. Haxton, a single person, and Lois Gorrell and Charles Gorrell, wife and husband, parties of the second part.

Witnesseth, that in consideration of Two Thousand Fifty and no hundredths ($2050.00) DOLLARS in hand paid by the said parties of the first part, to the said parties of the second part, the receipt whereof is hereby acknowledged, and in consideration of the mutual covenants and agreements hereinafter contained, the said parties of the first and second part, respectively, do mutually covenant and agree as follows, to-wit:

First - the said parties of the first do hereby covenant and agree that they will within the time hereinafter limited, in the shares hereinafter stated, convey to the said parties of the second part, their heirs and assigns by good and sufficient Warranty Deed, the following described Real Estate, to-wit:

to Robert B. Haxton an undivided Half interest in and to:
The Southwest Quarter (SW¼) of Section Eight (8), Township Seventy-seven (77) North of Range Twenty-nine (29) West of the 5th P. M. Madison County, Iowa.

And to Lois Gorrell the remaining undivided Half interest in and to:
The Southwest Quarter (SW¼) of Section Eight (8), Township Seventy-seven (77) North of Range Twenty-nine (29) West of the 5th P. M. Madison County, Iowa.

Second - The said parties of the second part do hereby covenant and agree that they will within the time hereinafter limited, convey to the said parties of the first part, therein heirs and assigns by good and sufficient Warranty Deed, the following described Real Estate, to-wit:

To Oliver P. Haxton their undivided Half interest in and to:
The Southwest Quarter (SW¼) of Section Twenty (20) and the East One Hundred Forty acres (E140A) of Section Nineteen (19), all in Township Seventy-seven (77) North of Range Twenty-nine (29) West of the 5th P. M., Madison County, Iowa.

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NOTE: It is further agreed by and between the parties hereto that in the event of loss or destruction of any building or any of said property, the insurance proceeds will be accepted, if any, in lieu of said buildings.

Third - It is mutually agreed by and between the said parties of the first part and the said parties of the second part, that each will furnish a good and merchantable Abstract of Title to their respective property, showing the premises above described to be free and clear from all legal encumbrances, except as hereinbefore specified, and each assign to the other, insurance policies covering the property above described, no exception and all other necessary papers in and for the transfer of the properties from each to the other as hereinbefore specified, shall be ready for delivery and be delivered by each to the other on or before the 20 day of February, A. D. 1954.

And the parties do further agree in case of default or failure to perform the acts and things as above stipulated by either of the parties hereunto, such defaulter shall be liable to pay to the other party to this contract the sum of none DOLLARS as liquidating damages, and for all commissions to the agents, and shall pay said commissions in full amount as in case the transfer was fully completed.

The provisions of this agreement shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties.

In Witness Whereof, the said parties have hereunto set their hands and seals this 26th day of September, A. D. 1953.

Lois Gorrell
Charles Gorrell
Robert B. Haxton

Oliver P. Haxton
Audrey Haxton

STATE OF IOWA, Madison County, ss.

On this 28 day of September, A. D. 1953, before me H. Claude Peer, personally appeared Robert B. Haxton to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

(Notarial Seal)

H. Claude Peer Notary Public
in and for said County.

STATE OF CALIFORNIA, Santa Cruz County, ss.

On this 3rd day of October, A. D. 1953, before me, J. L. Chrovini, personally appeared Oliver P. Haxton and Audrey Haxton, Husband and Wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(Notarial Seal)

J. L. Chrovini Notary Public
in and for said County.

STATE OF MISSOURI, Boone COUNTY, ss.

On this 26 day of September, A. D. 1953, before me, A. Notary, personally appeared Lois Gorrell and Charles Gorrell, Wife and Husband, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

George F. King Notary Public
in and for said County.
Com. expires Sept. 26, 1953