

Miscellaneous Record, No. 18, Madison County

L. E. Bennett) Filed for the 25th day of Feb A.D. 1913 at 9:31 o'clock A.M.
 guaranteed by0 Jeannette E. Beck. Recorder.
 Maggie E. Bennett)

#167
 to Contract

J.B. Grove, J.E. Thode)
 & P.O. Hinkson) This Article of Agreement made and entered into this 28th day of
 January, A.D. 1913 by and between L.E. Bennett, party of the first part, and P.O. Hinkson,
 J.B. Grove and J.E. Thode, party of the second part, all of the state of Iowa, WITNESSETH:

That the said party of the first part is the owner of a certain 180 acre tract of
 land, in Madison County, Iowa, near the town of Patterson, against which there is a mort-
 gage for \$5000, drawing interest at the rate of five per cent per annum, which is a valid
 lien against said real estate; and that the said parties of the second part are the ow-
 ners of a certain orchard tract, known as the "Beezley Orchard" in Delta County, Colorado,
 containing 48 acres, and have entered into a written contract with one W.E. Menlax, for
 the cultivation and caring for said orchard for one year from and after the 1st day of
 December, A.D. 1912, upon the terms and agreements therein named, notice of the contents
 of which said contract is hereby taken, and enters into and forms a part of this agree-
 ment; and further, that the said parties are desirous of exchanging properties, and do
 hereby enter into an agreement of exchange, as follows:

The said party of the first part to execute and deliver to the said parties of the
 second part, his certain Warranty deed, conveying good and indefeasible title to said 180
 acre tract, to the said P.O. Hinkson and J.E. Thode, subject to said mortgage for \$5000, and
 interest thereon from and after the 1st day of March, A.D. 1913, which said parties of the
 second part hereby assume and agree to pay; further, the said party of the first part
 shall furnish the said parties of the second part with an abstract of the title to said
 said 180 acre tract, showing a good merchantable title to said real estate, free from en-
 cumbrance, except as to said mortgage, so assumed by said parties of the second part; the
 said parties of the second part to have possession of said described real estate from
 and after the 1st day of March, A.D. 1913:

The said parties of the second part to execute and deliver to the said party of
 the first part, their certain Warranty deed, conveying good and indefeasible title to
 said 48 acre tract to the said party of the first part, clear of encumbrance; and furnish
 the said party of the first part with an abstract of the title to said 48 acre tract,
 showing a good merchantable title to said real estate free from encumbrance, the said
 party of the first part to assume the certain contract between the said parties of the
 second part and the said W.E. Menlax and save the said parties of the second part harm-
 less therefrom, the said parties of the second part to pay to the said W.E. Menlax the
 \$70.00 wage in said contract provided, up to, and including the month of June A.D. 1913
 further, the said parties of the second part agree to assign and transfer to the said
 party of the first part in connection with said deed to said Orchard tract 23 shares
 of stock in the Fruit Growers Ditch and Reservoir Company and 5 shares of stock in the
 Surface Creek Ditch and Reservoir Company, water rights appertenant and belonging to
 said real estate, and pay to the said party of the first part the sum of \$1625.00, cash
 at the date of the delivery of said deeds, the said party of the first part, in consid-
 eration thereof to pay and settle any and all commissions due E.S. Corbin, or the Surface
 Creek Realty Company, of Delta, Colorado, as agents in the exchange of said real estate
 properties.

... It is further agreed that each party shall pay any and all taxes against the real
 estate so traded by him that are due and payable for the year A.D. 1912 and shall assign
 each to the other, any insurance that they may hold on the improvements on the property
 so traded by them. The taxes for 1912 herein referred to shall include any assessments
 made on said water stock, so to be transferred by said parties of the second part. Said
 abstracts of title to be submitted, each to the other for examination, not later than
 Feb'y, 15th, 1913, and said money to be paid and said deeds and water stock to be delivered
 hereunder as soon as practicable, not later than March 1st, 1913.

Said money to be paid and deeds and papers delivered, or offers and tenders of per-
 formance of this contract to be made at the Delta National Bank, at Delta, Colorado.
 Executed in duplicate as of the date first above written This Memoranda of Agreement
 made in connection with the certain contract of date January 28th, 1913, between L.E.
 Bennett, party of the first part, and P.O. Hinkson, J.B. Grove and J.E. Thode, parties of the
 second part,

WITNESSETH: That the said party of the first part is the owner of a certain Hay
 Fork and Rope, Manure Spreader and Feed Grinder and wire Stretcher, now on said premises
 so traded to the said parties of the second part, including any forks and shovels and
 tools on said premises belonging to said party of the first part, which are to be in-
 cluded in said trade, and become the property of the said parties of the 2nd part; also
 that the said parties of the second part are the owners of a certain wide tire farm
 wagon and fruit bed belonging thereto, also to six or seven ladders, a lot of picking
 sacks, nail-press, two irrigation shovels, stirring plow, cultivator nearly new steel har-
 row, chain, lot of peach shock, two forks and some loose lumber, all of which is now on
 said Orchard tract so traded, and in said trade are to become the property of the said
 party of the first part. This Memoranda of agreement to be attached to, and form a part
 of said contract of date January 28th, 1913. Subject to Lease to J.W. Bartman for 1913
 for \$500.00 Cash which goes to 2nd party

L.E. Bennett J.E. Thode by J.B. Grove J.B. Grove P.O. Hinkson

In consideration of the conveying to me by the parties of the second part the Orch-
 ard tract referred to, I hereby guarantee the performance of all of the covenants and
 agreements in said contract above shown on the part of the party of the first part
 Maggie E. Bennett.

State of Iowa Guthrie County SS. Be it remembered that on this 24th day of Feb-
 ruary, A.D. 1913, before me, a Notary Public in and for Guthrie County, Iowa, personally
 appeared J.B. Grove and P.O. Hinkson, to me personally known to be the identical persons
 who signed the within Contract and severally acknowledged the signing and execution of
 said contract to be their voluntary act and deed, for the purposes therein expressed.

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Witness my hand and Seal Notarial this 24th day of February A.D. 1913, at Stuart, in Guthrie County, Iowa.

NOTARIAL
SEAL

H.L. Hackthorn.
Notary Public for Guthrie County, Iowa.
Commission expires July 4 1915