

Miscellaneous Record, No. 18, Madison County

#370

S. L. Watt) Filed for record the 8th day of Oct A.D. 1913 at 8:05 o'clock A.M.
to) Joannette E. Beck, Recorder.

William P. Stark.). Agreement.

ARTICLES OF AGREEMENT: Made this 7 day of Oct., 1913 by and between S. L. Hiatt,
of the town of Peru, County of Madison, State of Iowa, party of the first part; and
William P. Stark, of the town of Neosho, County of Newton, State of Missouri, party of the
second part WITNESSETH:-

That whereas the said S. L. Hiatt is the owner of an apple tree known as the "Original Delicious Tree" and is desirous of disposing of the entire growth of seasons, buds and grafts that may be cut from the same for the next twenty (20) years for propagation.

And Whereas William P. Stark, party of the second part is desirous of propagating and distributing nursery trees grown from this original "Delicious Tree", and the said original "Delicious Tree" is located on the Jesse Hiatt farm, now owned by S. L. Hiatt and described :- Northwest Quarter of the Southwest Quarter Section 35 Township 75 Range 27 in Madison Co. Iowa.

Now therefor in consideration of the agreement the said S. L. Wiatt hereby agrees to furnish the said William P. Stark exclusively all buds, scions, grafts and wood that may in any way be cut from the tree, as the said William P. Stark may direct, and give the said William P. Stark the exclusive right and control of the scions, buds, grafts and wood for a term of twenty (20) years from the date hereof upon the following terms and conditions:

The scions, buds, wood and grafts are to be cut by or under the supervision of S. L. Hiatt and is understood that not enough will be removed at any time to injure the tree in any way. It is further understood that S. L. Hiatt is to be the judge of the amount that can safely be cut.

William P. Stark, the party of the second part, agrees to pay on the first of January of each year the sum of twenty five (\$25.00) Dollars and any additional expense which S. L. Hiatt the party of the first part, may incur in cutting, packing and shipping the scions, buds, wood and grafts, the same not to exceed Five (\$5.00) Dollars per year.

It is further agreed that if the Delicious Tree should die at any time during the life of this agreement, that William P. Stark is to pay Twenty five, (\$25.00) Dollars for the same and have the privilege of removing it, but no further payments to be made for scions, buds, wood and grafts, thereafter.

In witness whereof the parties have herunto set their hands and seals this 7 day of October, A.D., 1913.

Party of the first Part.

S. D. Hiett.

Party of the second part

William P. Stark.

On this 7th day of October, 1913 before me personally appeared S. L. Hiatt and William P. Stark and acknowledge the execution of this instrument to be their voluntary act and deed.

L. M. Delaplain

L. M. Delaplain,
Notary Public Madison Co. Iowa.

NEGATIVE
SEAL