

...ation and that said

Elwood Macumber)
 to Contract.
 A.B. Shriver &)
 R.C. Goshorn)

Filed for record the 12th day of January A.D. 1922 at
 9.50 o'clock A.M.

Nettie E. Winship, Recorder
 Winifred Whedon, Deputy
 Fee \$.80 # 60 ✓

This article of agreement made and entered into on this 10th day of July, 1920, by and be-
 tween Elwood Macumber of Gastonburg, Alabama, ^{party} of the first part, and A.B. Shriver and R.C. Goshorn
 of Winterset, Iowa, parties of the second part Witnesseth: The first party is the owner of
 The South Half ($\frac{1}{2}$) of the North East Quarter, ($\frac{1}{4}$) and the North Half ($\frac{1}{2}$) of the South East
 Quarter ($\frac{1}{4}$) of Section Thirty Two (32) Township Seventy Five (75) North, Range Twenty Eight
 (28) West of the 5th P.M. Iowa. The first party is desirous of selling said land, and as an
 inducement to second parties, make the following agreements. The first party agrees with
 second parties as follows; Second parties have this day paid the first party the sum of Six
 Hundred (\$600) Dollars, and in consideration for said money, the first party agrees to divide
 equally all that above farm sells for over and above \$285.00 per acre. That is to say, first
 party is to receive one half of all over \$285.00 and second parties one half of all over
 \$285.00 per acre. The said \$600, above paid is to be returned to second parties when said
 land is sold out of the share of first party, The second parties agrees to have the barn, and

*For value received should be canceled
 the amount of contract this 10 day
 of February 1922 by Nettie E. Winship
 Recorder*

Mortgage Record, No. 74,

FIDLAR & CHAMBERS, DAVENPORT, IOWA.

corn crib and other buildings that needs it, painted, also put a Cupalo on the barn, and also do some fencing around the barn lot, and fix up the farm in a manner that will make it more saleable. For all of said improvements second parties will pay for same and if the farm is not sold by January, 1st, 1921, the first party will then pay one half of said improvements paid for by second parties. The second parties are to have the exclusive sale of said farm, but same ^{may} be listed with other agents if priced at the same price quoted by second parties. Out of the profit on said farm above \$285, per acre, a commission of \$3, per acre is to be first paid, then the improvements made by second parties is to be paid for, then the balance of said profit is to be divided in two parts, one half to first party, and one half to second parties. Should the farm be sold through any other agency than A.B. Shriver, the commission will be paid out of the profits of said farm above \$285 per acre. It is understood that second parties are not to offer said farm for sale at less than \$300, per acre, and that second parties can hold said farm at \$325 or more per acre if they think advisable. If said farm is not sold by March, 1st, 1921, this contract will hold good until March, 1st, 1922. It is understood that if said farm is sold that a payment of \$2500, is to be made on the contract, and out of said \$2500, payment said commission of \$3 per acre is to be paid, and what money has been paid out for improvements by second parties is to be paid, and the balance of said \$2500, is to be paid to first part. Then a payment of enough more is to be paid on March, 1st, 1921, to reduce the cost of said farm down to \$40,000. And for said \$40,000, the first party will carry a first mortgage on said farm payable as follows to wit: \$10,000.00 to be due in 5 years from March 1st, 1921, and \$30,000.00, to be due in ten years from March 1st, 1921, said mortgage and notes to be at 6 per cent interest per annum, payable annually, with optional payments allowing maker to pay \$500.00 or any multiple on any interest day. Should land sales be slow and second parties think best to offer said farm for less than \$300, per acre they are to first obtain the consent of first part to do so before same is sold for less than \$300, per acre. But at the price of \$300, or more the second parties shall have the right to sell said farm at \$300, per acre or more, the contract of sale to be approved by first party. It is understood that first party will finish shingling the barn and finish the corn crib at his own expense. First party will furnish what dimension lumber that can be found on the farm for cupalo and for fence stringers, and also what posts is needed for fencing, this material to be paid for to first party when farm is sold and settled for. In case the farm is sold by an agent other than A.B. Shriver, sale is to be closed through A.B. Shriver's office.

Elwood Macumber

A.B. Shriver
R.C. Goshorn

State of Iowa, Madison Co. SS On this 10th day of July A.D. 1920, before the undersigned, a Notary Public in and for said County, came Elwood Macumber and R.C. Goshorn, to me personally known to be the identical persons whose names are subscribed to the foregoing contract as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and Official Seal, the day and year last above written.

A.B. Shriver
Notary Public Madison Co. Iowa.

contract
witnessed by
Elwood Macumber
A.B. Shriver
R.C. Goshorn