MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

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Filed for record the 30 day of

last day and year/above written.



Shirley A. Webster
Notary Public in and for Madison County,
Btate of Iowa.

A.D.Crow

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Reuben Whitworth

<u>option</u>

Filed for record the 31 day of December A.D.1937 at 2;30 o'clock P.M.

Valda C. Bishop, Recorder Pearl E. Shetterly, Deputy

THIS AGREEMENT, made and entered into this 7th day of October, A.D.1937, by and between A.D.Crow, of Macksburg, Iowa, the owner of the real estate hereinafter described,
PARTY OF THE FIRST PART and Reuben Whitworth, of Macksburg, Iowa, PARTY OF THE SECOND PART,
WITNESSETH: That said Parties aforesaid have agreed and do hereby agree as follows:-

1st. That A.D.Crow, Party of the First Part, will, at any time on or before November 1st,1938, convey the following described real estate, to-wit:-

Commencing at the Southwest Corner of the Northwest Quarter  $(\frac{1}{4})$  of the Northwest Quarter  $(\frac{1}{4})$  of Section Fifteen (15), in Township Seventy-four (74) North, of Range Twenty-nine (29) West of the 5th P.M., and running North along the West line of said 40 acre tract 12 & 5/8 rods to the South-west corner of the Public School Lot, thence East 12& 5/8 rods to the Southeast corner of the Public School Lot, thence South 12 & 5/8 rods, thence West 12 & 5/8 rods, to the place of beginning,

to said Reuben Whitworth, Party of the Second Part, or to any person he may direct, for the sum of One Hundred Seventeen & 06/100 (\$117.06) Dollars, and interest thereon from September 22nd, 1937 at the rate of Seven (7%) per cent per annum, plus any sums that said A.D.Cfow may have advanced to pay the taxes on said real estate or to keep the said premises insured or any other expense incurred to keep the premises in a tenantable condition; and That during said period of time the said Reuben Whitworth, Party of the Second Part is given the right to use and occupy said premises as a tenant of the said A.D.Crow without charge; and

2nd. That I, Reuben Whitworth, Party of the Second Part, do hereby agree that in the event I fail to pay said sum, or exercise the Option herein expressed at the time herein fixed, that I will on November 1st, 1938 surrender said premises to the said A.D.Crow and give him possession and waive all rights of every kind and nature in said property under

under said Lease or under the terms of this Option.

A.D.Crow Party of the First Part Reuben Whitworth

STATE OF IOWA

Party of the Second Part.

:SS: MADISON COUNTY

On this 7th day of October, A.D.1937, before me, W.T.Guiher,

a Notary Public within and for Madison County, State of Iowa, personally came A.D.Crow and Reuben Whitworth, personally to me known to be the identical persons whose names are affixed to the above and foregoing Option as makers thereof and acknowledged the execution

of the same to be their voluntary act and deed for the purposes therein expressed.

MONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the date the above written, at Winterset, Iowa.

W.T.Guiher Notary Public in and for Madison County, Iowa.