

Deed Record, No. 78, Madison County, Iowa

Frank D. Livingston et al #5441 Filed for record the 15 day of October
 To Fee \$1.80 ✓ A.D. 1941 at 10:53 o'clock A.M.
 T. John Henry Pearl E. Shetterly, Recorder
 Case No. 16-61-219838
 UNITED STATES DEPARTMENT OF AGRICULTURE
 Farm Security Administration
 OPTION FOR PURCHASE OF FARM WITH FUNDS LOANED BY THE UNITED
 STATES OF AMERICA (LUMP SUM)
 (Vendor to Furnish Title Insurance)

1. In consideration of the sum of One Dollar (\$1) in hand paid and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned (hereinafter called the "Seller"), who covenants that he is the owner thereof, hereby, for himself and his heirs, executors, administrators, successors, and assigns, offers and agrees to sell and convey to T. John Henry and Bernice L. Henry, his wife, as joint tenants and not as tenants in common, or such other person as may be designated in his stead by the Regional Director of the Farm Security Administration of the United States Department of Agriculture for the region in which the land hereinafter described is located (hereinafter called the "Buyer"), and hereby grants to the said Buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following-described lands, located in the county of Madison, State of Iowa: (Here insert full and complete legal description)

The West One-half ($W\frac{1}{2}$) of the Southwest quarter ($SW\frac{1}{4}$) of Section Twenty-eight (28) and the East One-half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty-nine (29), all in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., containing one hundred sixty (160) acres, more or less.

including all improvements and together with all rights, easements, and appurtenances thereunto belonging, and together with all water rights and water stock appertaining thereto, described as follows: -----

The title to said land is to be conveyed free and clear except for the following reservations, exceptions, and leases, and no others: (Here insert a full statement of all reservations, exceptions, and leases, including, in the case of leases, the date of the termination of the lease) The above described farm is leased to Lee Cox for the period March 1, 1941 to March 1, 1942; Seller reserves all rents in connection with this lease.

2. This option is given to enable the Buyer to obtain a loan from the United States acting by and through the Secretary of Agriculture (hereinafter called the "Government"), pursuant to Title I of the Bankhead-Jones Farm Tenant Act, for the purchase of said lands.

3. The purchase price for said lands is the sum of \$6600.00 for the tract as a whole.

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ACRES-BLACKMAR CO., BURLINGTON, 23057

4. The Seller agrees to deliver, without charge to the Buyer, a policy of mortgagee title insurance in favor of the Government issued by such company as the Government shall approve, in the amount of the purchase price of said property, and to comply with all the requirements of such company, including the furnishing of an abstract of title and continuation thereof where required. The Seller further agrees that except as herein provided all taxes, liens, encumbrances, or other interests in third persons, will be satisfied or discharged by him, including stamp taxes and other expenses incidental to the preparation and execution of the deed and other evidences of title required by the Government. Upon failure of the Seller to furnish such policy of insurance within a reasonable time, the Buyer may procure such insurance, in which event the cost thereof shall be deducted from the purchase price herein provided.

5. The Seller further agrees to convey said lands to the Buyer by general warranty deed (except where the law provides otherwise for conveyances by trustees, officers of courts, etc.) in the form, manner, and at the time required by the Government, conveying to the Buyer a valid, unencumbered, indefeasible fee simple title to said lands meeting all requirements of the Government; that the purchase price shall be paid at the time of recording such deed; that said lands, including improvements, shall be delivered in the same condition as they now are, customary use and wear excepted.

6. Taxes, water assessments, and other general and special assessments of whatsoever nature for the year in which the closing of title takes place, shall be prorated as of the date of the closing of title, it being expressly agreed that for the purpose of such proration the tax year shall be deemed to be the calendar year. If the closing of title shall occur before the tax rate is fixed, the apportionment of taxes shall be on the basis of the tax rate for the next preceding year applied to the latest assessed valuation. (Here insert any different tax agreement) The seller will pay all taxes, water assessments and other general and special assessments of whatsoever nature for the year 1941(due in 1942); buyer will pay all subsequent taxes, water assessments, and other general and special assessments of whatsoever nature; the provisions of paragraph 6 of this option to the contrary notwithstanding.

7. The Buyer will not assume or pay any share of prepaid insurance premiums.

8. This option may be exercised by the Buyer by mailing or telegraphing a notice of acceptance of the offer herein to Fred Cochran, at RR #2, in the city of Lorimor, State of Iowa, at any time while the offer herein shall remain in force. The offer herein shall be irrevocable for a period of 2 months from the date hereof, and shall remain in force thereafter until terminated by the Seller. Such termination may be effected by the Seller at any time after the expiration of such period by the giving of ten (10) days' written notice to the Buyer of such termination.

9. Loss or damage to the property^{by}/fire or from other act of God shall be at the risk of the Seller until the deed to the Buyer has been recorded, and in the event that such loss or damage occurs, the Buyer may, without liability, refuse to accept conveyance of title, or elect to accept conveyance of title, in which case there shall be an equitable adjustment of the purchase price. (Herein insert conditions peculiar to particular transaction) In the event that the seller is forced to move any fences back for road improvement the seller agrees to re-set the present fences or in the event it is impractical or impossible to re-set the present fences the seller agrees to leave the present posts and wire on the farm and pay the buyer at the rate of thirty-five cents per rod for all fence left down.

IN WITNESS WHEREOF, the Seller have set their hands and seals this 6 day of September, 1941.

Frank D. Livingston	Fred Cochran	Laura Madge Livingston
Eva L. Livingston	Eva Mae Livingston	Emett L. Livingston
Blanche Cochran	Forrest O. Livingston	
	(Husband)	Ruby E. Livingston
	(Wife)	

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RECEIPT Date Sept. 6, 1941

Received of T. John Henry and Bernice L. Henry, of the county of Madison, State of Iowa, the sum of one dollar (\$1) in consideration of the foregoing option to purchase the above-described land owned by me.

Frank D Livingston Fred Cochran Laura Madge Livingston
Eva L. Livingston Eva Mae Livingston Emmett L. Livingston
Blanche Cochran Forrest O Livingston Ruby E. Livingston

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF MADISON)SS.

On this 8 day of Sept. A.D. 1941, before me a Notary Public within and for said county and state, personally appeared Blanche Cochran and Fred Cochran, her husband to me personally known to be the person(s) described in, and who executed the foregoing instrument and acknowledged that such person(s) executed the same as the free and voluntary act and deed of such person(s), for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.
(Notarial Seal)

Dale E Thorngren Notary Public

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF MADISON)SS.

On this 6 day of Sept. A.D. 1941, before me a Notary Public within and for said county and state, personally appeared Frank D. Livingston and Eva L. Livingston, his wife, to me personally known to be the person(s) described in, and who executed the foregoing instrument and acknowledged that such person(s) executed the same as the free and voluntary act and deed of such person(s), for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.
(Notarial Seal)

N E Hollen Notary Public

ACKNOWLEDGMENT

STATE OF Oregon COUNTY OF Deschutes)SS.

On this 13th day of September A.D. 1941, before me a Notary Public within and for said county and state, personally appeared Forrest O. Livingston and Laura Madge Livingston, his wife to me personally known to be the person(s) described in, and who executed the foregoing instrument and acknowledged that such person(s) executed the same as the free and voluntary act and deed of such person(s), for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.
(Notarial Seal)

Elmer Lehnherr Notary Public
Notary Public for Oregon My commission expires 4/24/42

ACKNOWLEDGMENT

STATE OF Idaho COUNTY OF Ada)SS.

On this 11th day of September, A.D. 1941, before me a Notary Public within and for said county and state, personally appeared Eva Mae Livingston to me personally known to be the person(s) described in, and who executed the foregoing instrument and acknowledged that such person(s) executed the same as the free and voluntary act and deed of such person(s), for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.
(Notarial Seal)

W. A. Waters Notary Public
Notary Public for the State of Idaho Residence Boise,
Idaho My Commission Expires Jan. 20, 1945

ACKNOWLEDGMENT

STATE OF Iowa COUNTY OF Black Hawk)SS.

On this 16th day of September A.D. 1941, before me a Notary Public within and for said county and state, personally appeared Emmett L. Livingston and Ruby E. Livingston, his wife, to me personally known to be the person(s) described in, and who executed the foregoing instrument and acknowledged that such person(s) executed the same as the free and voluntary act and deed of such person(s), for the uses and purposes therein mentioned.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day
and year last above written.

L V Miller Notary Public