

Deed Record, No. 78, Madison County, Iowa

A. F. Schirm et al

#4181

Filed for record the 10 day of November
A.D. 1942 at 11:37 o'clock A.M.

To

Fee \$1.50

Pearl E. Shetterly, Recorder
Case No. 16-61-225,560

Dean C. Tucker & wife

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 Dean C. Tucker and Dorothy Tucker, 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

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ACRES-BLACKMAR CO., BURLINGTON, 23057

for the region in which the land hereinafter described is located (hereinafter called the
and
"Buyer"),/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 South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section
Thirty-three (33); Also the Northeast Quarter ($NE\frac{1}{4}$) of the
Southeast Quarter ($SE\frac{1}{4}$) of Section Thirty-three (33); Also
the Southwest Quarter ($SW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$)
of Section Thirty-four (34), All in Township Seventy-four
(74) North of Range Twenty-eight (28) West of the 5th P.M.

except railroad right of way and subject to road ways and containing 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, leases, including, in the case of leases, the date of the termination
of the lease) $1/2$ interest in all minerals in, upon and under said premises.

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"), pur-
suant 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 \$7,200.00 for the tract as a whole.

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 1942 (due in 1943); 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 accept-

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ance of the offer herein to A. F. Schirm, at Saratoga Apts., in the city of Excelsior Springs, State of Missouri, at any time while the offer herein shall remain in force. The offer herein shall be irrevocable for a period of two 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, ^{or elect to accept conveyance of title,} refuse to accept conveyance of title, in which case there shall be an equitable adjustmant of the purchase price. (Here insert conditions peculiar to particular transaction) - -

IN WITNESS WHEREOF, The Seller have set their hands and seals this 1st day of October, 1942.

M A Everet (Witness)
M A Everet (Witness)
Chas E. Tucker

A. F. Schirm (Husband)
Blanche Schirm (Wife)
Ellsworth Schirm

RECEIPT

Date October 1st 1942

Received of Dean C. Tucker, 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.

A.F. Schirm
A.F. Schirm (Seller)
Ellsworth R. Schirm

ACKNOWLEDGMENT

STATE OF Mo. COUNTY OF Clay.)SS.

On this 1st day of Oct A.D. 1942, before me a Notary Public within and for said county and state, personally appeared A. F. Schirm and wife Blanche Schirm 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.

H. H. Heberling Notary Public

My Commission Expires Dec. 23, 1945
(Notarial Seal)

ACKNOWLEDGMENT

STATE OF IOWA COUNTY OF MADISON)SS.

On this 1st day of Oct A.D. 1942, before me a Notary Public within and for said county and state, personally appeared Ellsworth Schirm and wife Schirm 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.

Charles E. Tucker Notary Public