

HAMILTON TO CLARK

ARTICLES OF AGREEMENT, Made and entered into this 17th day of January A.D. 1914, between Maggie E. Hamilton the party of the first part, and William Clark the party of the second part, WITNESSETH, that the said party of the first part hereby covenants and agrees that if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, then the said party of the first part will convey to the party of the second part, by a good and sufficient deed, the following described lot, piece or parcel of land to-wit:

The N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of Section 24 Tp. 3 N. Range 7 E Wil. Mer. except however, a strip of land 15 feet wide extending from the S.E. corner thereof to the S.W. corner thereof (above described tract) being an outlet or road for people who have bought or may buy land from party of first part. Right to use such outlet or road shall also be, and is hereby granted to said party of the second part by said party of first part. and the party of the second part hereby covenants and agrees to pay to the party of the first part the sum of Five Hundred Dollars, in the manner following: Twenty Dollars, cash in hand the receipt whereof is hereby acknowledged, and the balance to be paid in the manner following: and Ten Dollars on or before the 15th of each and every month except January and February of each year, until paid in full. It is further agreed that if needed the party of the second part may ask and shall then be given 60 to 90 days additional time on any payment or payments; and, also, pay all taxes and all street and other assessments that may hereafter be imposed, levied or assessed upon said property,

And it is agreed that time in all respects is the essence of this contract, and in case of the failure of the said party of the second part to make either of the payments or perform any of the covenants on his part hereby made and entered into, then this contract shall, at the option of the party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payments made by him on this contract, and such payments shall be retained by the party of the first part in full satisfaction and in liquidation of all damages by her sustained, and she shall have the right to re-enter and take possession of the premises aforesaid, and to eject the party of the second part therefrom without being deemed guilty of trespass or being required to bring a suit of ejectment.

It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties hereto.

And it is agreed that in case the party of the first part ever brings suit to quiet title to said premises to said party, or to adjust the rights of the parties hereto in said premises, that said party if successful, may recover such sum, as additional costs for attorney's fees, as the court may adjudge reasonable.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals in Duplicate the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Gladys E. Hamilton

Maggie E. Hamilton

(Seal)

Edith A. Hamilton

Wm. Clark

(Seal)

Filed for record by Wm. Clark on July 9, 1914 at 8:30 A.M.

Co. Auditor.

H. Lewis 1.354