

ARTICLES OF AGREEMENT Made this 29 day of May in the year of our Lord One Thousand Nine Hundred and Thirty-four between L. G. Grapp

party of the first part, and Walter S. Gredner Party of the second part,

WITNESSETH, 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, the said party of the first part hereby covenants and agrees to convey and assure to the said party of the second part in fee simply clear of all encumbrances whatever, by a good and sufficient Warranty Deed, the lot, piece, or parcel of ground situated in the County of Whiteside and State of Illinois, known and described as a tract of land, the north line of which is the south line of a tract recently sold by Martin Estate to W. L. Cramer and tracts sold by Martin Brothers to Forder; the east line of which is the west line of a tract owned by Abe Lendis, said line produced to the Northwestern R. R. Right of Way; the south line of which is the north line of the Chicago and Northwestern R. R. Right of Way; the west line of which is the east line of a tract sold by the Martin Estate for quarry purposes and the west line of a tract of .47th of an acre sold by Martin Estate to W. L. Cramer, said line extending to the water's edge thence west to the east line of the northwest quarter of Section 23, thence produced south to the Chicago and Northwestern R. R. Right of Way; all of the above tract being in Section 23, Township 21 N., Range 7, East of the 4th P. M.; containing 15.14 acres of land measured to the water's edge as per surveyor's plat attached.

First party agrees to give possession of the above described property when abstract has been approved by second party.

and the said party of the second part hereby covenants and agrees to pay to the said party of the first part the sum of Forty-five Hundred Dollars, in the manner following:

One Thousand Dollars (\$1,000) cash in hand paid, the receipt whereof is hereby acknowledged; One Thousand Dollars (\$1,000) in cash when abstract is furnished showing good merchantable title to said tract; and the balance of Twenty-five Hundred Dollars (\$2500) payable on or before two years from the date of this agreement.

with interest at the rate of 6 per centum per annum, payable annually on the whole sum remaining from time to time unpaid, and to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land, subsequent to the year 1933. And in case of the failure of the party of the second part to make either of the payments, or any part thereof, or perform any of the covenants on his part hereby made and entered into, 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 the contract, and such payments shall be retained by the said party of the first part in full satisfaction and in liquidation of all damages by him sustained, and he shall have the right to re-enter and take possession of the premises aforesaid.

This agreement is subject to a lease to Jacob Hax, which matures Mar. 1, 1935; also subject to a lease to Hutchinson. First party agrees to turn over to second party all money collected on the above leases to date, and to endorse said leases to second party.

IT IS MUTUALLY AGREED by and between the parties hereto, that the time of payment shall be the essence of this contract; and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in presence of

Handwritten signatures of L. G. Grapp and Walter S. Gredner, each followed by (SEAL). A third (SEAL) is indicated at the bottom of the signature block.