

#1481

FANNIE CLARK ET AL TO THE MIAMI CONSERVANCY DISTRICT

OPTION FOR FEE

This Agreement, by and between Fannie Clark, owner of life estate and C.S. Clark her husband of Tipppecanoe City, Ohio and Ruth Clark Phelps and Arthur G. Phelps her husband #450 Riverside Apartments of Dayton Ohio and E.B. Clark Portland, Oregon County, Ohio, hereinafter designated as first party, and The Miami Conservancy District, a body corporate and a political subdivision of the State of Ohio, having its office at Dayton, Ohio, hereinafter designated as second party,

Witnesseth: In consideration of One Dollar (\$1.00) paid by said second party to said first party, the receipt whereof is hereby acknowledged, said first party agrees to sell and convey to said second party, its successors or assigns, by good title, free of incumbrance, with release of dower, and general warranty, which shall more accurately describe the same, waiving all claims for damages to any real estate of first party remaining, at any time within ninety days after sufficient funds from the sale of bonds have been received by the Treasurer of said second party, upon demand of said second party, the following described real estate, situate in the State of Ohio, County of Miami, in the Township of Monroe, and being the same real estate conveyed to first party by deed of Record, Recorded in Volume 139, page 441, Recorder's Office of said County, and described as follows:

Being 32.94 acres of land located in the North West corner of the North West quarter of Section 25 Town 4 Range 6
Also 8.34 acres of land located in North East corner of the North East quarter of Section 26 Town 4 Range 6
Said party of first part to have all crops of the years 1917 and 1918 and to pay all taxes up to and including December 1918 payment and to give possession of said premises by March 1st 1919
also all rights in reversion or otherwise in any railroad property or right-of-way.

Said first party hereby promises and agrees to release in said deed the said second party, its successors and assigns, from all claims, demands, costs and charges for and on account of any and all damages by reason of the taking and using of said land or by reason of the location, construction and maintenance of any railroad or traction line thereon, and buildings, improvements, structures or fixtures or other appurtenances in connection with the said Conservancy District or any railroad or traction line on or over the said land.

In case the said second party shall exercise said option, it shall be sufficient to mail by U.S. Registered Mail a notice of such intention to said first party addressed to said first party Fannie Clark Tipppecanoe City Miami County, Ohio, and within thirty (30) days after said mailing date, said first party shall deliver the conveyance above provided for at the office of said second party during business hours in Dayton, Ohio, and shall receive at that time the said payment herein provided for, and then said second party, its successors or assigns, shall pay for said premises the sum of Ninety Four Hundred Dollars (\$9400.00), in cash of the lawful money of the United States of America. If not exercised by March 1st 1918 then this option to be void.

This contract shall not deprive the said first party from conveying said premises during said period, subject to the terms of said option. In case the improvements on said premises are damaged by fire or tornado or other causes during the period of this option, the first party may accept the payment of any insurance therefor, and the same shall be deducted from the purchase price in case the option is exercised by the second party.

In Witness Whereof, the said Fannie Clark and C.S. Clark her husband and Ruth Clark Phelps and Arthur G. Phelps her husband, and E.B. Clark and heretofore designated as first party, have hereunto and a duplicate hereof set their hands, this 28th day of March, 1917.

Signed In The Presence Of:

J.E. Landis
John F. Boes

Fannie Clark
Sumner Clark
Ruth Clark Phelps
Arthur G. Phelps
E.B. Clark

Received March 1st, 1918 at 4:00 P.M.
Recorded March 6th, 1918.

C.B. Baker R.M.C.
Alice Maier Deputy. Fee \$1.00