

LAND CONTRACT

This Agreement, by and between Edward L. Crane and Mattie B. Crane, sole devisees of Weakley E. Crane, deceased, 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 all such damages as arise by reason of taking said land herein described, to any real estate of first party remaining, 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 , Recorded in Volume , page , Recorder's Office of said County, and described as follows:

Situate in the Township of Monroe, Miami County, Ohio, and being all of the land belonging to said parties of the first part in said township outside of the limits of the Village of Tippecanoe City, Ohio, and being located in Section 25, 26, 35 and 36, Town 4, Range 6. It being understood that the party of the second part assumes the expense of furnishing abstract of title and the expense of any affidavits, quit claim deeds, or proceedings to quiet title, if the same are found necessary; Parties of the first part to give such information as they are able, to assist in correcting any defect. If it is found necessary in the judgment of the second party to have a survey made of this property above described, the second party shall bear the expenses of such survey. Party of the second part agrees to pay as part of the purchase price all taxes and installments of assessments due and payable after the payment of June, 1917. It is further agreed that the sum of Forty Thousand (\$40,000.00) Dollars shall be paid on the purchase price for said premises on or before October 1st, 1917, and the balance of the purchase price hereinafter named shall be paid on or before March 1st, 1918; provided, however, that said second party shall give said first party thirty (30) days notice of its intention to pay said balance. It is further provided that the said purchase price hereinafter named shall bear interest at the rate of six per cent. (6%) per annum from September 1st, 1917, to be calculated upon the entire amount thereof, or any balance remaining unpaid after the partial payment above provided for. It is further provided that parties of the first part shall be reimbursed for any expenses incident to keeping land in cultivation and putting in wheat crops. 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. The said second party agrees to purchase said property and to mail by U.S. Registered Mail a notice of the time for the delivery of the deed to said first party addressed to said first party at Tippecanoe 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 party during business hours in Dayton, Ohio, and shall receive at that time the said payment therein provided for, and then said second party, its successors or assigns, shall pay for said premises the sum of One Hundred and Ten Thousand Dollars (\$110,000.00), in cash of the lawful

money of the United States of America, less any partial payments as above provided, and with interest as above provided. In case the improvements on said premises are damaged by fire or tornado or other causes during the period of this contract, the first party may accept the payment of any insurance therefor, and the same shall be deducted from the purchase price.

In Witness Whereof, the said Edward L. Crane and Mattie B. Crane the first party, and The Miami Conservancy District, the second party, have hereunto and to a duplicate hereof set their hands this 20th day of August, 1917.

Signed in the Presence of:

A.W.Miles

Edward L. Crane

H.G.Fidler

Mattie B. Crane

W.T.Hitchcock

Seal, THE MIAMI CONSERVANCY DISTRICT

Wade B.O'Brian

By Ezra M. Kuhns Secretary.

Received Oct. 13", 1917 at 10:30 A.M.

Recorded Oct. 15", 1917.

Fee \$1.00

C.B. Baker R.M.C. ✓
A.E.M.

#324

DORA GANGER'S ADMR. TO GEORGE GANGER

KNOW ALL MEN BY THESE PRESENTS: That, Whereas, on the 19th. day of April A.D. 1917 Geo. W. Berry was duly appointed and qualified as Administrator of the estate of Dora Ganger deceased, late of Miami County, Ohio, by the Probate Court of said County; and afterwards, to-wit: on the 30th. day of April 1917, said Geo. W. Berry filed his certain petition and then and thereby commenced an action in the Probate Court of Miami County, Ohio, against George Ganger, Lottie Ganger, Florence Ganger, Vernon Ganger, and Sylvia Ganger and numbered on the Docket of said Court as case No. 16389, praying among other things, for an order of sale of certain real estate therein mentioned and hereinafter described. And, Whereas, such proceedings were had, in said action, that on the 17th. day of July 1917, said Court finding the allegations of the petition true, and that said real estate ought to be sold as prayed for in said petition, ordered that the same be appraised, and on the 8th. day of August 1917, said Court further ordered that said Geo. W. Berry proceed according to law to sell said real estate at private sale for not less than the appraised value thereof, free the dower estate of George Ganger therein. And on the same day, in pursuance of said order and judgment, an order of sale, with said real estate therein described., was issued by said Court, under the seal thereof, to the said Geo. W. Berry as Administrator as aforesaid directed, commanding him to execute the said order, and of the same, together with his proceedings thereon, to make due return; And, Whereas, said Geo. W. Berry having caused said premises to be appraised, and the report of said appraisement to be filed in said Probate Court, and having on the 19th. day of September 1917, returned said order of sale to said Court as commanded, with his proceedings thereon, stating in substance that in obedience to said order he sold said premises on the day of September 1917, to George Ganger for the sum of One Thousand and no/100 Dollars, said sum being the appraised value of the same; said sale being made after diligent endeavor to obtain the best price for said property, and for the highest price he could get therefor free the dower estate aforesaid. And, Whereas, on the day of 19.., the said Court, having examined the proceedings of the said Geo. W. Berry aforesaid, under said order of sale, and it appearing to the Court that said sale was in all respects legally made, ordered that the same be approved and confirmed, and that said Geo. W. Berry should execute and deliver a proper deed to the purchaser, of the real estate so sold.