

#3516

DELMAR OWEN TO THE MIAMI CONSERVANCY DISTRICT

LAND CONTRACT

This Agreement, by and between Delmar Owen and Miriam Owen his wife Miami 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 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 date, 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:

Being the N.W. Pt. N.E. in Range 6, Town 4, Section 26 and containing 48 acres, more or less. Any rentals coming due after said ninety days from date shall belong to Party of Second Part. Party of Second Part shall have the right to put out wheat crop for 1918 and subject to above conditions & present tenancy arrangements, possession shall be given on delivery of deed. Taxes due after this date to be paid by party of Second Part. 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 works, buildings, improvements, structures or fixtures or other appurtenances in connection with the said Conservancy District.

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 Tipp. City, O. % J.A.Kerr, Atty. 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 therein provided for, and then said second party, its successors or assigns, shall pay for said premises the sum of Six Thousand Dollars (\$6000.00), in cash of the lawful money of the United States of America.

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. If there be no insurance the actual loss shall be deducted from such price unless same is reconstructed before the delivery of deed.

In Witness Whereof, the said Delmar Owen and Miriam Owen his wife the first party, and The Miami Conservancy District, the second party, have hereunto and to a duplicate hereof set their hands this 26th day of August, 1918

Signed in the Presence of:

J.H.Ormsby

Delmar Owen

J.A.Kerr

Miriam Owen

(Corp.Seal) THE MIAMI CONSERVANCY DISTRICT
By Ezra M.Kuhns Secretary.

Received Aug. 29", 1918 at 10:10 A.M.

Recorded Aug. 30", 1918.