

Agreement for the Exchange of
Real Estate and Personal Property

This agreement made and entered into this 13th day of November, 1957, by and between William A. Farish and Mary C. Farish, husband and wife, of Union City, Randolph County, Indiana, hereinafter referred to as parties of the first part and Michael D. La Pota and Adelaide R. La Pota, of Delaware County, Indiana, hereinafter referred to as parties of the second part, WITNESSETH.

Whereas the parties of the first part are the owners of the following described real estate located in Union City, Randolph County, Indiana, to-wit:

Lot Numbered One (1) and the east half (1/2) of Lot Numbered Two (2) in Jackson, Dunn and Parker's Addition to the City of Union City, Indiana, as the same are known, numbered and designated on the recorded plat of said addition, and:

Whereas the parties of the second part are the owners of a Conditional Sales Agreement for the purchase of Stoney Haven Motel, in Delaware County, being the following described real estate located in Delaware County, Indiana, to-wit, and:

A part of the West half (1/2) of the Southeast Quarter (1/4) of Section one (1), Township nineteen (19) north, Range nine (9) east, more particularly described as follows: Commencing at a point Eleven hundred fifty-four and three tenths (1154.3) feet south of the North-west corner of the Southeast Quarter (1/4) of said Section One (1), and running East and parallel with the North line of said Section one (1) township nineteen (19) north Range nine (9) east, three hundred thirty-nine (339) feet more or less to the North right-of-way line of present State Road No. 67, thence in a southwesterly direction and along the north right-of-way line of the present State Road No. 67 to where the right-of-way line intersects with the west line of the Southeast Quarter (1/4) of Section One (1) township nineteen (19) north, range nine (9) east; thence north on said west line of said southeast quarter (1/4) of said Section one (1), Four Hundred sixty-two (462) feet to the place of beginning. Containing 1.797 acres, more or less.

Whereas, the parties hereto desire to exchange said property, they do now enter into the following agreement to-wit:

The parties of the first part hereby agree to convey upon the execution of this agreement, to the parties of the second part their residence property located in Union City, Indiana, and hereinbefore described free and clear of all liens and encumbrances, except the taxes due and payable in May, 1958, and all taxes due and payable thereafter, in exchange for the parties of the second part, assigning all of their right, title and interest in and to said Conditional Sales Agreement for the purchase of the Stoney Haven Motel and on the terms and conditions hereinafter set out, which assignment shall be executed and delivered upon the execution of this agreement.

It is further understood and agreed that the total amount of mortgage on the Stoney Haven Motel shall not exceed Forty-Four Thousand and no hundredths Dollars (\$44,000.00), and the parties of the first part take said contract subject to the indebtedness set out and described in said contract.

It is further understood and agreed that the parties of the second part have purchased a Rotary Lawn Mower with a seat attached and ~~that~~ there is a balance due thereon of Three Hundred and no hundredths Dollars (\$300.00) and the parties of the first part agree to

take said lawn mower subject to said indebtedness.

It is further understood and agreed that the parties of the first part shall furnish an Abstract of Title for the real estate they agreed to convey to the parties of the second part showing a good and merchantable title in and to said real estate in the parties of the first part, free and clear of all liens except as herein provided.

It is further understood and agreed that the parties hereto will each pay for the stamps required for their conveyances.

It is further understood and agreed that the parties of the second part will convey by Bill of Sale all the equipment and furnishings at the Stoney Haven Motel except the furnishings in the house now occupied by the parties of the second part and the four (4) room concrete house recently built by the parties of the second part.

It is further understood and agreed that the parties of the second part will pay all taxes that are now a lien against said property or that have accrued in the operation of said business except the property taxes due and payable in May, 1958, and all taxes due and payable thereafter.

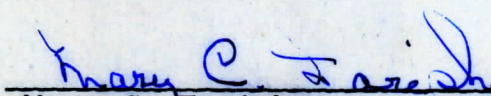
It is further understood and agreed that each of the parties hereto may at their option purchase the insurance carried by the other on a pro rata basis on the property they are to receive in this exchange.

It is further understood and agreed that the parties of the first part shall be entitled to the possession of all the property they received in this exchange upon the execution of this agreement except the residence property now occupied by the parties of the second part and the parties of the first part shall have possession of this residence within ten (10) days from the execution of this agreement.

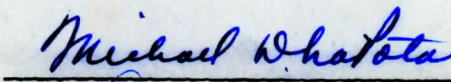
It is further understood and agreed that the parties of the second part shall be entitled to possession of the residence property they are receiving from the parties of the second part within one days from the date of the execution of this agreement.

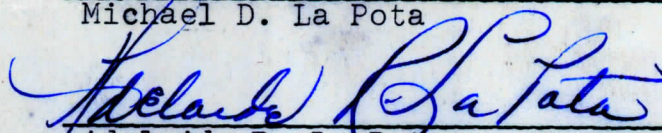
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and date first above written.


William A. Farish


Mary C. Farish

PARTIES OF THE FIRST PART


Michael D. La Pota


Adelaide R. La Pota

PARTIES OF THE SECOND PART