

Real Estate Agreement

THIS AGREEMENT, Made and entered into the 10th day of January
in the year of our Lord one thousand nine hundred seventy-one (1971)
Between L. E. Schvaneveldt and wife, Naomi E. Schvaneveldt
of Weston, County of Franklin, State of Idaho,
parties of the first part, and Sidney Lee Schvaneveldt and wife, Charlotte Ellen
Schvaneveldt
of Weston, County of Franklin, State of Idaho,
the parties of the second part,

WITNESSETH, That the parties of the first part, in consideration of the covenants and agreements
on the part of the said parties of the second part, hereinafter contained, agree to sell and convey
unto the said parties of the second part, and the second parties agree to buy all that certain
lot, piece or parcel of land, situate, lying and being in
County of Franklin, State of Idaho, and bounded, and
particularly described as follows, to-wit:

Township 16 South, Range 32 East Boise Meridian

Section 4: NW1/4

Section 9: SE1/4

Also, beginning at southeast corner NW1/4 of Section 9,
running thence West 495 ft; thence North 660 ft;
thence West 130 ft; thence North 765 ft, m/l, to
point on Weston ditch; thence Southeasterly following
said ditch to point 660 ft, m/l, North of place of
beginning; thence South 660 ft, m/l, to place of
beginning.

Section 8: NW1/4 (Cont) that portion lying south of Weston ditch

Section 9: NW1/4

All land and water rights, culinary and irrigation rights used thereon,
however evidenced.

20 head of milk cows

All equipment, machinery, tools and supplies left on said place and
delivered into the possession of the purchaser.

It is agreed that in the event of default, or failure to comply with the terms hereof, the Vendor shall be entitled to enforce the terms of the contract by the Vendor, and the Vendor shall pay to the Vendor, as damages, and as a penalty, a sum of \$100,000.00.

The Vendor shall be entitled to possession of the said property upon the execution and delivery of this agreement. In the event of a failure to comply with the terms hereof, by the parties of the second part, the said parties of the first part shall be released from obligation in law or equity to convey said property, and the parties of the second part shall forfeit all right thereto, and all payments made to said property, and the said parties of the first part, on receiving such payment, at the time and in the manner above mentioned, agree to execute and deliver to the said parties of the second part, or to their assigns, a good and sufficient warranty deed and abstract to said premises, free from all encumbrances, except

It is agreed that the buildings on said premises shall be kept fully insured against loss by fire, with loss payable to parties of the first part as present owners, and to parties of the second part as purchasers, under contract, as their respective interests may appear; Premium on said policies to be paid by parties of the second part on and after January 1, 1971, and the said parties of the second part agree to pay all State, City, School and County taxes, or assessments of whatsoever nature, which are or may become due on the premises above described, on or after January 1, 1971.

for the sum of ONE HUNDRED THOUSAND AND NO/100-----DOLLARS
to pay to the said parties of the first part
the said sum of ONE HUNDRED THOUSAND AND NO/100-----DOLLARS
as follows, to-wit: \$100.00 as a down payment and the balance at \$500.00 per
month or \$6,000.00 per year, inclusive of interest at one (1) per cent
per annum on unpaid balances; however, if annual payments are made
promptly and on time, then interest is waived for such years.
That the purchasers may pay any amount at any time.

Exhibit 116