

**BILL OF SALE**

**Undivided Interest in Dairy Herd**

When used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

\_\_\_\_\_, whose address is \_\_\_\_\_ (“Seller”), for and in consideration of the sum of \_\_\_\_\_ per share and valuable consideration to it in hand paid at ensembling or delivery of this instrument by \_\_\_\_\_, whose address is \_\_\_\_\_ (“Buyer”), has bargained and sold, and by these presents does grant and covey unto the Buyer the following property, goods and chattels, to wit:

An undivided interest of \_\_\_\_\_ (\_\_\_\_\_) units in a herd of dairy cattle located at 3365 W SR 234, McCordsville, IN 46055 and all replacements and increase of the dairy cattle, which herd constitutes and shall constitute all of the dairy cattle producing or dry, at that location, including a share in the milk production equal to the number of shares.

TO HAVE AND TO HOLD the same unto the Buyer forever, or until Seller buys back Buyer’s share upon mutual agreement. The Seller covenants and agrees to and with the Buyer to WARRANT AND DEFEND the sale of the undivided interest in the property, goods and chattels against all and every person or persons whomever.

Buyer understands and agrees that in accepting this Bill of Sale the number of cattle in the herd may increase or decrease in which event the Buyer’s percentage interest in the herd may decrease or increase, as the case may be, but in none of those events will Buyer’s number of units constituting the measure of Buyer’s undivided interest in the herd be increased or decreased. Seller takes possession of the herd for and on behalf of the owners. Buyer understands that he is to pick up his share of the milk production at \_\_\_\_\_ at a reasonable time to both Seller and Buyer.

This agreement shall be construed exclusively in accordance with and governed by the Constitution of the United States of America based on Common Law sovereignty.

The receipt and sufficiency of this agreement is hereby acknowledged,

IN WITNESS WHEREOF,

the Seller has executed this Bill of Sale on this date \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_