

354

Roy Rogers.) Filed for record the 11th day of Aug A. D. 1913 at 1:30 o'clock P.M.
to) Jeannette E. Beck. Recorder.
The Public) Afft. *Filed* By Edith E. Cornell. Deputy.

State of Iowa Madison County. SS. I, Roy Rogers of said County and State being sworn depose and say that on the 27th day of February A. D. 1903 I purchased from A. B. Shriver the West Half of Lot Three and the South Nineteen Feet of the West Half of Lot Two in Lindsey's Addition to Winterset, Iowa. And the following is a copy of the contract under which I purchased said property.

This Agreement, Made this 27th day of Feb. A. D. 1903 by and between A.B. Shriver party of the first part, and Roy Rogers party of the second part.

WITNESSETH, that in consideration of the stipulations herein contained and the payments to be made hereinafter specified, the first party agrees to sell unto the second party: The West Half ($\frac{1}{2}$) of Lot Three (3) and the South Nineteen (19) feet of the West Half ($\frac{1}{2}$) of Lot Two (2) of Lindseys Addition to Winterset, Iowa, for the sum of Seven Hundred Twenty Five Dollars, and with interest payable quarterly at 8% of which One

Miscellaneous Record, No. 18, Madison County

Hundred #----- Dollars are paid in cash.

And the said second party, in consideration of the promises, hereby agrees to pay to the said first party, his executors or assigns, at Winterset, Iowa, Iowa, the following sums of principal and interest, at the several times named below:

Fifty Dollars Feb. 27, 1904, Fifty Dollars Feb. 27, 1905 Fifty Dollars Feb 27, 1906
Fifty Dollars Feb. 27, 1907. and Four Hundred Twenty Five (\$425.00) Dollars on Feb. 27, 1908, all the above sums to draw 8% interest from this date payable quarterly.

And the second party further agrees to keep the said property insured in one or more solvent companies, which, with the amount of insurance, are to be determined by the first party, for the benefit of first party, as his interests may appear. And it being mutually understood that the above premises are sold to the second party for the occupation and improvement, the second party hereby further agrees and obligates himself, his heirs and assigns, that all improvements and betterments placed upon said premises shall remain thereon, and that all that are now thereon shall be kept up to their present value, standard and condition, and shall not be removed or destroyed until final payment for said land and premises.

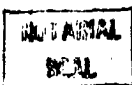
And further, that --- he--- will punctually pay said sum of money above specified as each of the sums become due, and that he will regularly and seasonably pay all taxes and assessments, as may be lawfully imposed upon said premises. If the said second party, his legal representatives or assigns, shall pay the several sums of money aforesaid and at the several times above limited, and shall strictly and literally perform all and singular his agreements and stipulations aforesaid after their true tenor and intent then the first party. When second party pays the above four \$50.00 notes, first party will convey above property to second party and take mortgage for the the other \$425.00 note

(Signed) A. B. Shriver.
Roy Rogers.

That under said contract the affiant took possession of said property and became the owner thereof and on the 20th day of January 1904 this affiant sold said property to C. A. Hill and assigned said contract to him and he took a deed directly from A. B. Shriver therefore, and A. B. Shriver has had no interest in said property since the execution of this contract in February 1903. That affiant, ^{now} has no interest whatever in said property and simply makes this affidavit for the purpose of perfecting the title thereto.

Roy Rogers.

Subscribed and sworn to Before me and in my presence by the said Roy Rogers on this 11th day of August A. D. 1913.



A. W. Wilkinson.
Notary Public Madison County, Iowa.