

Mortgage Record, No. 74,

William H. Taylor) Land
to) Contract
Fred Spatz)

Filed for record the 17th day of June A.D. 1922 at 9.30
o'clock A.M.

Nettie E. Winship, Recorder
Fee \$1.10 # 1365 ✓

THIS ARTICLE OF AGREEMENT, Made and entered into this 8th day of June, 1922, by and between William H. Taylor of Earlham, County of Madison, State of Iowa, party of the first part, and Fred Spatz, of Earlham County of Madison, State of Iowa, party of the second part, WITNESSETH, That in consideration of the sum of Thirty-one Thousand Six Hundred & no/100 Dollars (\$31,600.00), the party of the first part has this day sold to the party of the second part the following described property, situated in the City of -- County of Madison State of Iowa, to-wit:

East One-half ($E\frac{1}{2}$) of the South West Quarter ($SW\frac{1}{4}$) and the West One-Half of the South-
E East Quarter ($SE\frac{1}{4}$) except two acres all in Section 17, Township 77, Range 28 con-
taining in all One hundred fifty eight acres more or less. And in consideration of the said
property, the party of the second part does agree to pay to the party of the first part the
sum of Thirty-one Thousand Six Hundred & No/100 Dollars, (\$31,600.00) at the CITIZENS STATE
BANK, EARLHAM IOWA, in the manner following viz:

Forty-six Hundred & No/100 Dollars (\$4600.00), on the execution of this contract, the receipt
whereof is hereby acknowledged. And the remaining sum of Twenty-seven Thousand & No/100
Dollars, (\$27,000.00), to be paid as follows:

Seventeen Thousand dollar- (\$17,000.00) cash March 1st, 1923. and assume Ten Thousand Dollar-
Mortgage of a certain Seventeen Thousand Dollar (\$17,000.00) Mortgage covering this and
other land in favor of the Joint Stock Land Bank of Chicago at the rate of 6% semi-annual
interest and 1% on the Principal each year. Party of the 1st part to have lease on land for
the year of 1923 for the cash rent of \$400.00 payable Sept 1st, 1923.

at the time that a good and sufficient warranty deed and merchantable abstract of title to
the said property is made and delivered to the party of the second part by the party of the
first part or his representative, which deed and abstract the party of the first part agrees
to furnish and deliver to the party of the second part at the CITIZENS STATE BANK OF EARLHAM,
IOWA, on or before the 1st day of March 1923.

And the party of the first part to give full possession of the said property to the party
of the second part on or before the 1st day of March 1923; and it is agreed and understood
that the party of the first part shall not remove from the said premises, burn or destroy
in any way after the date of this contract, any buildings, fences, boards, posts, wire or any
other articles either useful or ornamental, belonging to and forming a part of the said
premises, except--

And the party of the second part shall also annually pay all taxes and assessments that
may accrue on said property as they become due or before they become delinquent, and in-
cluding the tax for the year 1923, Party of the first part agrees to pay the taxes of 1922,
due Jan 1st, 1923. And it is expressly agreed by and between the parties hereto, that the
time and times of payments of said sums of money, interest and taxes as aforesaid is the
essence and important part of the contract; and that if any default is made in any of the
payments or agreements above mentioned, to be performed by the party of the second part, in
consideration of the damage, injury and expense thereby resulting, or that may be incurred by
or to the party of the first part thereby, this agreement shall be void and of no effect,
and the party of the second part shall have no claim in law or equity against the party of
the first part, nor to the above mentioned real estate, nor any part thereof, and any claim,
or interest, or right the party of the second part may have had hereunder, up to that time by
reason hereof, or of any payments or improvements made hereunder, shall on all such defaults,
cease and determine and become forfeited, without any declaration of forfeiture re-entry or

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any act of the party of the first part. And if the party of the second part, or any other person or persons, shall be in possession of said real estate, or any part thereof, he or they will peacefully remove therefrom, or in default thereof he or they may be treated as tenants holding over lawfully after the expiration of a lease and may be ousted and removed as such. But if such sums of money, interest and taxes are paid as aforesaid, promptly at the time aforesaid, the party of the first part will, on receiving said money and interest, execute and deliver at his own cost and expense a Warranty Deed of said premises, as above agreed, and Abstract of Title showing a merchantable recorded title.

WITNESS OUR HANDS, the day and year above written.

William H. Taylor
Cevilla E. Taylor
Fred Spatz.

STATE OF IOWA Madison County SS: BE IT REMEMBERED, That on this 8th day of June A.D. 1922 before me personally appeared William H. Taylor & Cevilla E. Taylor & Fred Spatz to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Ralph B. Hunter
Notary Public in and for said County

State of Iowa Madison County SS: We, Fred Spatz and Emma Spatz, his wife, in consideration of One Dollar and other valuable consideration, do hereby assign all our right, title and interest in and to the within and foregoing contract, to the HAWKEYE PORTLAND CEMENT COMPANY of Des Moines, Iowa, and we hereby authorize the Citizens State Bank of Earlham, Iowa, where a deed to the above property has been placed in escrow, to deliver the same to the HAWKEYE PORTLAND CEMENT COMPANY upon its complying with the terms and conditions of the foregoing contract, and we hereby direct and instruct the said WILLIAM H. TAYLOR, the vendor in said contract to deliver said deed to the said HAWKEYE PORTLAND CEMENT COMPANY, of Des Moines, Iowa,

IN WITNESS WHEREOF, we have hereunto subscribed our names this 8th day of June A.D. 1922.

Fred Spatz
Emma Spatz

Subscribed and sworn to before me by said Fred Spatz and Emma Spatz this 8th day of

June A D. 1922

Ralph B. Hunter
Notary Public, Madison County, Iowa.

