

J.E.Hamilton) Contract
to
Jos.F.Smith)

Filed for record the 24th day of March A.D.1922 at 9.50
o'clock A.M.

Nettie E. Winship, Recorder
Fee \$.70 # 716 ✓

This agreement, made in duplicate this 28th day of February A.D.1922, between J.E.Hamilton of Winterset, Iowa, first party, and Jos.F.Smith of the county of Polk and state of Iowa, second party as follows:

First party has sold to second party, and second party has purchased of first party, all his right, title and interest in and to the real estate situated in the county of Madison and state of Iowa, to-wit: the south half of lots one and two in block one of A.B.Shriver's addition to Winterset, Iowa, for the sum of One hundred eighteen and 89/100-- dollars, payable as follows: eighteen and 39/100 dollars on the execution of this agreement, and the balance of one hundred dollars as follows, to-wit: \$10.00 on April 1st, 1922, and \$10.00 on the 1st day of each month thereafter, together with 8% semi-annual interest on all deferred payments from November 2, 1921, until paid, as evidenced by and according to the tenor and effect of second party's certain note of even date herewith for said sum of \$100.00 and due as above specified.

Second party agrees to pay all taxes or special assessments levied against said premises before delinquent and upon failure to do so first party may pay such sums so delinquent, same to be secured under this contract as part of the purchase price thereof and bear 8% semi-annual interest; and upon such failure to make the payments promptly at the times above specified and pay such taxes before delinquent, this contract shall be forfeited and all payments made hereunder and any and all improvements that may be placed thereon shall be forfeited, upon first party complying with the provisions of the Code of Iowa, relating to forfeiture of contract, and upon such forfeiture the right of second party shall at once cease and terminate and second party be treated as a tenant holding over after termination of lease, and first party may obtain possession thereof by giving 30 days notice.

This contract shall be performed at the office of J.E.Hamilton, Winterset, Iowa; and upon compliance with this contract by second party, and payment of the above sums due thereon

said first party shall quit claim said property to second party.

J.E.Hamilton
Jos.F.Smith

For value received, I hereby sell, assign and transfer without recourse all my right, title and interest in the foregoing written contract and to the property therein described to Elmer E. Miller who by the acceptance hereof assumes and agrees to perform all the agreements therein contained by me to be performed.

Jos F. Smith

The foregoing assignment is accepted by me this 20th day of March, 1922.

Elmer E. Miller

State of Iowa, Polk County SS: Be it remembered that, on this 20th day of March, 1922, before me personally appeared Jos. F. Smith, to me known to be the person who executed the foregoing assignment and acknowledged that he executed it as his voluntary act and deed.

E.S. Tesdell
Notary Public

