

Mortgage Record No. 75, Madison County, Iowa

Mina Trent) Filed for record the 23rd day of January A.D. 1924, at 8/25
 to (Land Contract. #108 o'clock A.M.
 Albert Stron) See \$.90 Olive Garrison Crawford, Recorder.
 This Agreement, Made this 8th day of May, 1923, between Mina Trent of the County of Polk

and State of Iowa, party of the first part, and Albert Stron of the County of Madison
 and State of Iowa, of the second part is as follows: The party of the first part here-
 by agrees to sell to the party of the second part on the performance of the agreements
 of the party of the second part, as hereinafter mentioned, all his right, title and inter-
 est in and to the real estate situated in the County of Madison and State of Iowa, to-wit:

The East 106 feet of Lot 21 of Cut Lots South, Winterset, Iowa, and a tract of
 land described as follows to-wit: Commencing 8 rods East of Southwest corner of Cut
 Lot 21, running thence North 128 feet, thence East 42 feet, thence South 128 feet, thence
 West 42 feet to the place of beginning, being in Cut Lots South 21, an addition forming
 a part of the town of Winterset, Iowa. The above being the home property of first party
 and all the property now owned by first party in Lot 21, Cut Lots South Winterset, Iowa,
 for the sum of Fifteen Hundred and Forty-five DOLLARS, payable as hereinafter mentioned.

And the said party of the second part, in consideration of the premises hereby agrees
 to and with the party of the first part, to purchase all his right, title and interest
 in and to the real estate above described, for the sum of Fifteen Hundred and Forty-five
 DOLLARS; and to pay said sum therefor to the party of the first part, his heirs
 or assigns, as follows: One Hundred and Forty-five DOLLARS, on execution of this
 agreement, and the balance of Fourteen Hundred DOLLARS
 as follows to-wit: Twenty (\$20.00) Dollars on June 8th, 1923 and \$20.00 on the 8th day
 of each and every month thereafter until the whole sum of \$1400. is fully paid. The
 said \$20.00 payment shall first be credited to the interest each month, and balance on
 the principal, the principal being reduced each month the interest to be computed on
 balance due on principal each month, interest at the rate of 7% per annum payable mon-
 thly, included in monthly payment, with interest from date at the rate of 7 per cent
 per annum on all such sums as shall remain unpaid, payable monthly till all is paid.

First parties agree to furnish abstract of title to the premises contracted, prepar-

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KOCH BROTHERS, INC. DES MOINES 17335

to the time for final settlement hereunder, clear of all taxes or liens of every character. First party to pay 1922 taxes and all prior years, and second party to pay all taxes that become a lien after the date of this contract.

And it is expressly agreed by and between the parties thereto, that the time^{and times} of payment of said sums of money, interest and taxes as aforesaid, furnishing abstract, possession, and properly executed deed for said premises as herein before specified 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 expenses 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 described 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 and improvements made hereunder, shall, on all such default, cease and determine and become forfeited, without any declaration of forfeiture, re-entry, or any act of the party of the first part. And if the party of the second part, or any other person or persons, shall ~~or be~~ in the 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 unlawfully 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, on receiving said money and interest, will execute and deliver, at his own cost and expense, a Warranty Deed conveying full title to said premises as above agreed, and Abstract of Title ~~above~~ specified. It is further agreed that this contract is to be performed at the office of A.B. Shriver, Winterset, Iowa.

And it is agreed that any action for damages as above specified, shall be brought in the county of the residence of the party not in default. First party agrees to accept any amount larger than said \$20, payments, on any monthly payment date, and interest shall cease on all payments made on principal. First party also agrees that when said \$1400, is reduced down to \$800.00, then if second party elects to take deed, the first party will convey said property to second party as per agreement herein, and second party will make and execute a mortgage for \$800.00 on the within property to run 3 years from date of deed at the rate of 7% per annum payable annually.

It is understood that said property is now rented to J.W. Hertzog and all rent after May 8th 1923, is to go to second party. Witness our hands the date first herein written.

Mina Trent.
Albert Stron.

State of Iowa, Polk County, ss.
On this 11th day of May A.D. 1923, before me personally appeared Mina Trent, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed, for the purposes therein specified.

G.E. McDaniel,
Notary Public in and for said County.

