

Mortgage Record, No. 78, Madison County, Iowa

B. F. Conn	)	Filed for record the 8th day of April A.D.
with	(Agreement for Warranty Deed	1925 at 2:40 o'clock P.M.
S. A. Montgomery)	#1026	Fee\$.80
		Gladys B. DeVault, Recorder. Paul Lucas, Deputy.

ARTICLES OF AGREEMENT, Made this 26th day of January, in the year of our Lord One Thousand Nine Hundred and twenty-one between B. F. Conn, of St Charles, Iowa party of the first part, and S. A. Montgomery of Hanley, Iowa party of the second part.

WITNESSETH, that the said party of the first part hereby covenants and agrees that if

the party of the second part shall first make the payment and perform the

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FIOLAR &amp; CHAMBERS CO., DAVENPORT, IOWA

covenants hereinafter mentioned on his part to be made and performed, the said party of the first part agrees to furnish to second party a good and sufficient abstract of title showing a good title of record to the premises hereinafter described in the party of the first part, and will convey and assure the party of the second part, in fee simple, clear of all encumbrances whatsoever, by good and sufficient Warranty Deed, the following lot, piece and parcel of ground, viz:

Lot 2 - Blk 12- Hartman and Young's Addition to St. Charles, Iowa.

And the said party of the second part hereby covenants and agrees to pay to said party of the first part, the sum of One Thousand One Hundred DOLLARS, in the manner following: Twenty-five and no/100 Dollars, cash in hand paid, the receipt whereof is hereby acknowledged, and the balance as follows:

\$100.00	on or before	March 5th	1921-	Pd.
\$325.00	on	March 1st	1922-	Pd.
\$325.00	on	March 1st	1923	
\$325.00	on	March 1st	1924-	

First party also agrees that after one-half or more of said contract is paid, then first party will give Warranty Deed to second party and take back a mortgage for the balance due for the unexpired term of the contract at the same rate of interest with interest at the rate of 7 per cent per annum, payable annually on the whole sum remaining from time to time unpaid, and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land, subsequent to the year 1921. It is mutually agreed that time is an essential element in this contract, and in case of failure of the said party of the second part to make either of the payments or to perform any of the covenants on his part hereby made and entered into, this contract shall at the option of the party of the first part, be forfeited and determined and the party of the second part shall forfeit all payments by him on this contract, and such payments shall be retained by the said party of the first part in full satisfaction of all the damages by him sustained, and he shall have the right to re-enter and take possession of said premises aforesaid.

Second party agrees to keep the property insured in a reputable company-after the expiration of insurance now thereon- loss if any payable to first party.

It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

H. A. Mueller

B. F. Conn (L.S.)  
S..A. Montgomery (L.S.)  
(L.S.)

State of Iowa, Madison County, ss: On this 26 day of Jany, A.D., 1921, before me, the undersigned, H. A. Mueller a Notary Public, duly commissioned, and qualified for and residing in said county, personally came B. F. Conn and S. A. Montgomery to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written

H. A. Mueller  
Notary Public.

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_ 191\_\_



Pd 100.00 3-5-21      \$120.00 3-2-22 --being 100.00 on Prin & \$20.00 on int.  
48.25 3-18-22 Int to 3-1-22 in full  
Pd \$130.30 May 13-1922 by note of Earl Hurlbut  
Aug 19-1922 Pd \$50.00

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Feb. 27-1923 Pd \$51.50 being Int & Prin in full to Mch 1-1922  
Feb. 27-1923 Pd \$45.50 being int in ful to 3-1-1923  
Balance due on Prin 3-1-1923 is \$650.00  
Pd \$45.50 2-27-24 int in full to 3-1-1924  
Time extended one year from date 3-1-1924  
Mch 1-1925 Credit Int in full to date \$45.50  
Credit by Rent coll Mch 1-1925 \$55.00  
Leaving a Bal of 595.00 Mch 1-1925.