

## Mortgage Record, No. 82, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA 21114-28

T. E. Harrison and  
Nellie Harrison

and

Ernest Johnson

#2498

Fee \$1.40 ✓

Filed for record the 10 day of  
December A. D. 1929 at 4:30  
o'clock P. M.

Mildred E. Knott, Recorder.

C O N T R A C T

Town Property in Duplicate

THIS AGREEMENT, made and entered into this 1st day of September A. D. 1929, by and between T. E. Harrison and Nellie Harrison, husband and wife, of Madison County, Iowa, hereafter designated first party and Ernest Johnson of Madison County, Iowa, hereafter designated second party, WITNESSETH:-

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LOCHNE BLANK BOOK CO., BOONE, IOWA - 21144-28

That first party hereby agrees to sell to second party on the performance of the agreements of second party as hereafter set forth in consideration of the sum of Eight hundred (\$800.00) Dollars payable as hereafter provided, all their right, title and interest in and to the following described real estate, to-wit:-

Lot eight (8) in block four (4) Railroad Addition to the City of Winterset, Madison County, Iowa.

That second party in consideration of these premises agrees to and with first party to purchase all their right, title and interest in and to the real estate heretofore described for the sum of Eight hundred (\$800.00) Dollars and to pay said sum therefore to first party his heirs, assigns or successors as follows:

\$40.00 to be paid hereafter on or before January 1st, 1930; \$15.00 on the first day of September, 1929 and \$15.00 on the first day of each month thereafter until the \$800.00 principal sum has been reduced to the sum of \$400.00; \$400.00 of the principal sum to bear interest at the rate of seven per cent per annum from and after September 1st, 1929, payable September 1, 1930 and annually, thereafter.

First party agrees to furnish second party an abstract of title to the above described premises showing good marketable title to the first day of September A. D. 1929, free and clear of all liens and incumbrances, except as otherwise mentioned herein and it is expressly agreed by and between the parties hereto that the time of payment of said sums of money, interest, taxes and assessments as hereto and hereafter stipulated is conditional upon the delivery of a Warranty Deed and Abstract of Title. Said Abstract of Title to be delivered for examination to second party upon request and returned within 30 days from day of delivery and to be held by first party until the time of final settlement.

It is further agreed by and between the parties hereto that at such time when second party has reduced said purchase price to the sum of \$400.00 and has paid all interest on said \$400.00 in full and has paid all taxes incumbrances or assessments which may hereafter become liens on said property and has complied with all other stipulations of this contract and on said day of final settlement second party shall assume and agree to pay a note and mortgage in the sum of \$400.00, secured by said real estate, which mortgage shall bear interest at the rate of seven per cent per annum payable annually and the day of maturity of said mortgage to be determined at the time of final settlement; said note and mortgage may be paid in full or any multiple thereof, on any interest paying date.

Second party to become primarily liable for the payment of all taxes on said property due and payable on or after January 1st, 1930. Second party to pay all special assessments including the sewer assessment now against said property and any other assessments which may hereafter become liens and in the event second party fails to pay any and all taxes, assessments, liens, interest and penalties at or before date of maturity or before penalties may accrue, first party may pay the same, which sums shall be added to the balance then due under this contract and shall become a part thereof and all such sums shall bear interest at the rate of eight per cent per annum from and after the day of payment by first party.

Second party agrees that no buildings or improvements, including fruit and shade trees, now on said property, shall be removed, altered or destroyed during the life of this contract without the written consent of first party. Second party agrees to keep the buildings on said property adequately insured, in the name of first party, against loss or damage by fire, lightning, high-winds or tornadoes, in the sum of \$800.00, and second party further agrees not to create any lien or incumbrance on said property without the written consent of first party or to use said property for any unlawful purpose.

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It is further stipulated and agreed that second party shall pay on or after September 1st, 1929, or thereafter, when the same shall become due, all installments, interest, taxes, insurance premiums and assessments which are now liens or which shall become liens on said property, and if any default is made in any one of the monthly payments or in the failure to pay said interest, taxes, insurance premiums, liens or assessments, when due, or any failure to comply with other agreements herein stipulated to be performed by second party, in consideration of the damage, injury, and expenses thereto resulting, or which may be incurred by or to first party, this agreement shall be void and of no further force and effect, and second party shall have no claim in law or in equity against first party, or to the above described real estate, or any part thereof; and, any claim right or interest which second party may have acquired hereunder by reason of any payment or improvement to said property, shall on such default cease, terminate and be forfeited without any declaration of forfeiture, re-entry or act of first party except, that in the event first party shall be entitled to demand forfeiture of this contract and immediate possession of said property, or of any other person or persons in possession of said property, said party or parties will peaceably remove therefrom and in default thereof said second party, or other party in possession, may be treated as tenants in possession holding over unlawfully after the expiration of a lease and may be ousted and removed as such. In the event it is necessary for first party to resort to an action at law or in equity to enforce his right; under this contract, second party shall be liable for all expenses and Court costs incurred, including a reasonable attorney fee to be paid first party's attorney.

It is further agreed that this contract is to be performed at the Winterset Savings Bank, Winterset, Iowa. It is further agreed that this contract is not assignable or transferable by second party without the written consent of first party.

Witness our hands on the date first above written.

FIRST PARTIES ( T. E. Harrison  
( Mrs. Nellie Harrison

Ernest Johnson  
SECOND PARTY.

State of Iowa )  
                  )SS  
Madison County )

On this 1st day of October A. D. 1929, before me Jno. N. Hartley, Notary Public in and for Madison County, Iowa, personally appeared T. E. Harrison, Nellie Harrison and Ernest Johnson 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 for the purposes therein expressed.

Jno. N. Hartley

Notary Public in and for Madison  
County, Iowa.

SEAL