

Mortgage Record, No. 83, Madison County, Iowa

J. E. Hamilton

To  
Charley Duff

#2058  
Fee \$1.00

Filed for record the 12 day of September  
A. D. 1932 at 4:40 o'clock P. M.

Mildred E. Knott, Recorder  
Valda C. Bishop, Deputy

LAND CONTRACT

THIS AGREEMENT, Made this 4th day of March A. D. 1931 between J. E. Hamilton of the County of Madison and State of Iowa. party of the first part, and Chas. Duff of the County of Madison and State of Iowa. of the second part is as follows:

First party agrees to sell second party, on the performance of the agreements of second party as hereinafter mentioned, all his right, title and interest in and to the real estate situated in the county of Madison and State of Iowa to-wit:

All that part of the SW $\frac{1}{4}$  NW $\frac{1}{4}$  of Sec. 22-75-28 lying west of the public highways as now used and traveled across said 40 acre tract (excepting therefrom a strip 4 $\frac{1}{2}$  rds wide off the west side thereof, being 12.25 acres, more or less, and being all of said 40 acre tract lying west of the public highway running from a point near the NW corner of said 40 acres to a point where it intersects the public highway running NE. and SW. through said 40 acres, thence from said intersection in a Southwesterly direction to a point near the SW. corner of said 40 acres where said public highway crosses the S. line of said 40 acres (except the W. 4 $\frac{1}{2}$  rods of said 40 acres) containing in all 12.25 acres.

for the sum of Eight Hundred and no/100 DOLLARS, payable as hereinafter mentioned. And

For Assignment of Annexed Contract See  
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BOONE BLANK BOOK CO., BOONE, IOWA. 28013-30

the party, in consideration of the premises hereby agrees to and with the first party to purchase all his right, title and interest in and to the real estate above described for the sum of Eight Hundred and no/100 DOLLARS, and to pay said sum therefore to first party, his heirs or assigns, as follows:

One Hundred ( By giving note due Sept-1- 1931) dollars, on the execution of this agreement, and the ballance of Seven Hundred and mo/100 dollars, as follows, to-wit:

\$100.00 due Sept 1st, 1932, \$100.00 due Sept 1st 1933, and second party is to receive deed for the above described premises when all the above payments are paid and he is to then give back a first mortgage for \$500.00 due three\_from that date on the above described premises and same is to draw 6% semi-annual interest. Possesssion to be given on the execution of this contract. All buildings are to be kept insured for 2/3 of their value with loss if any payable to first party. with interest from date possession is given, at the rate of 6 per cent per 6 per cent per annum on all such sums as shall remain unpaid till all is paid. First party agrees to deliver said premises with all improvements thereon, on final settlement under this contract in as good condition as the same are in at the present time, ordinary use and wear excepted. First party agrees to furnish abstract of title to the premises contracted, showing good merchantable title clear of all taxes or liens of every character, and when first party tenders to second party an abstract to said premises that second party will take same and examine it and return it to first party with all of his objections, if any, and that then first party shall have such reasonable time thereafter as is necessary, taking into consideration the nature and kind of objections made, to remedy and remove the same after which second party will accept said abstract without further objections; second party may retain out of the purchase price a reasonable sum of money sufficient to protect him against any default that first party might make relative to said abstract, but second party agrees to pay the balance of the purchase price in the manner stated in this contract. And it is agreed that the time of payment, possession and properly executed deed for said premises as hereinbefore specified is the essence of this contract. And in case second party fails to make said payments or any part thereof or to perform any of the covenants on his part hereby made and entered into, this contract shall be forfeited and determined, and second party shall forfeit all payments made by him on this contract, and first party shall have the right to re-enter and take possession of the premises aforesaid. But if such sums of money, except the amount, if any, retained because of the agreement as to the abstract are paid as aforesaid, the first party on receiving said money will execute and deliver, at his own cost and expense, a Warranty Deed conveying title to said premises as above agreed. This contract is to be performed at the office of J. E. Hamilton & Sons, Winterset, Iowa.

Said parties further agree, that if either party makes default in, or refuses or neglects to comply with the conditions hereof, such party shall forfeit to the party ready, willing and offering to comply herewith at the time and place agreed on the sum of One Hundred and no/100 dollars, which sum may be recovered by an action hereon, with all attorneys fees and costs incident thereto as damages for the loss, expense, inconvenience and delay occasioned thereby and incident thereto only, and such damages shall not constitute nor be construed as a waiver of right to demand and enforce specific performance of this contract.

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. Witness our hands the date first herein written.

J. E. Hamilton  
Charley Duff

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ROONE BLANK BOOK CO., DODGE, IOWA 23012-30

STATE OF IOWA,  
SS:  
MADISON COUNTY,

On this 16th day of July A. D. 1932 before me personally appeared J. E. Hamilton to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed, for the purpose thereof.

in specified  
**NOTARIAL**  
**SEAL**

C. E. Hamilton  
Notary Public in and for said County.