

# Mortgage Record, No. 85, Madison County, Iowa

to collect enforce or cancel the same to the extent of \$700.00.

John B. Gallagher, Receiver,

#1529

Filed for record at 11:40 o'clock  
A. M. on the 28th day of July, 1933.

To

A. R. Corey.

Fee \$2.40 ✓

Maggie Reese Hobbs, Recorder.

## LAND SALE CONTRACT

THIS AGREEMENT, Made and entered into this 17 day of May, 1933 by and between John B. Gallagher, as Receiver of Chicago Joint Stock Land Bank (a corporation organized under the laws of the United States of America), of Chicago, Cook County, Illinois, (hereinafter sometimes called the "Receiver"), party of the first part, and A. R. Corey of Des Moines P. O., State of Iowa, (hereinafter sometimes called the "Purchaser"), party of the second part, WITNESSETH:

WHEREAS, On October 1, 1932, by resolution of the Federal Farm Loan Board, pursuant to the authority of Section 29 of the Federal Farm Loan Act, John B. Gallagher was duly appointed and now is Receiver of Chicago Joint Stock Land Bank, and

WHEREAS, Under and by virtue of the provisions of said Federal Farm Loan Act, said Receiver may sell the real and/or personal property of said Bank on such terms as the Federal Farm Loan Board may approve, and

WHEREAS, The party of the second part desires to purchase the premises hereinafter described upon the conditions herein set forth,

NOW, THEREFORE, IT IS AGREED By and between the parties hereto as follows:

1. The Receiver agrees to sell, and upon prompt and full performance by the Purchaser of the covenants and agreements herein on his part to be performed, to convey to the Purchaser the following described real estate situate in the County of Madison State of Iowa, viz:

The west twenty (20) acres of the west half of the southeast quarter ( $W\frac{1}{2}SE\frac{1}{4}$ ), the east half of the east half of the southwest quarter ( $E\frac{1}{2}E\frac{1}{2}SW\frac{1}{4}$ ) and the northwest quarter ( $NW\frac{1}{4}$ ), Section fifteen (15).  
The south half of the southwest quarter ( $S\frac{1}{2}SW\frac{1}{4}$ ) and the southwest quarter of the southeast quarter ( $SW\frac{1}{4}SE\frac{1}{4}$ ), Section ten (10) Township Seventy-seven (77) north, Range twenty-eight (28) west of the 5th P. M. containing in all three hundred forty (340) acres more or less.

according to the United States Government survey thereof, together with all improvements thereon and all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, subject, however, to any and all reservations and easements of record.

2. The Purchaser agrees to pay to the Receiver, his successors, or assigns, as and for the purchase price of said premises, the sum of Seventeen thousand Dollars (\$17,000.00), at the times and in the manner as follows:

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\$2,000.00 down payment, the receipt whereof is hereby acknowledged by the Receiver; and \$4,000.00 on or before September 1, 1933, \$1,000.00 on or before March 1, 1936; \$1,000.00 on or before March 1, 1934, \$1,000.00 on or before March 1, 1937; \$1,000.00 on or before March 1, 1935, \$7,000.00 on or before March 1, 1938;

each of said payments to be made at the office of the Receiver in Chicago or at any bank in Chicago designated by the Receiver, his successors or assigns, and all unpaid balances to bear interest from and after June 1, 1933, at five and one-half ( $5\frac{1}{2}$ ) per cent per annum, payable on March 1, 1934, and semi-annually thereafter.

The purchaser hereby authorizes the Receiver to cash all checks and/or drafts submitted herewith upon receipt of same and hold the proceeds pending the acceptance or rejection of this contract by the Receiver, and agrees that the cashing of said checks and/or drafts shall in no wise be construed to obligate the Receiver to accept or approve this contract. (Initialed by Purchaser before execution of contract ARC)

3. The Receiver, for himself, his successors, and assigns, agrees that when the unpaid balance of said purchase price has been reduced to \$10,000.00 or less, if the Purchaser is not then in default hereunder, or at any time thereafter when the Purchaser is not in default hereunder and if there is then no unsatisfied lien upon said premises or any part thereof created or suffered by the Purchaser, the Receiver, his successors or assigns, will convey all of his right, title and interest as such Receiver in and to said property to the Purchaser, by good and sufficient Receiver's Deed, upon the Purchaser and his or her spouse executing and delivering an application and a first mortgage note for such unpaid balance, secured by a valid first and purchase money mortgage in favor of the Receiver, such application, note and mortgage to be in form and with provisions satisfactory to the Receiver; such note to bear interest at five and one-half ( $5\frac{1}{2}$ ) per cent per annum and to be payable.....

4. The Receiver, forthwith upon his execution hereof, will deliver an abstract of title to said premises to the Purchaser. The Purchaser shall have thirty (30) days from and after the receipt of said abstract to examine it and within which time to notify the Receiver in writing of the objections, if any, to the title. Any objections as to which such written notice is not so given shall be deemed waived. The Receiver shall have one year from and after the receipt of such written notice to correct such defects in title. Time for delivery of deed hereunder shall be automatically extended, if necessary under the terms of the contract, until title shall be made merchantable, but not in any event beyond the period of one year provided for that purpose. If the title cannot be made merchantable within said year, the Receiver shall refund all sums theretofore received by him, and this agreement will thereupon be void. If the title is found or made merchantable, this agreement shall remain in full force and effect. It is understood and agreed that this contract must be approved by the Federal Farm Loan Board before the same becomes binding upon the Receiver, and the Receiver agrees to notify the Purchaser as soon as said Board has approved or disapproved the same, and if it is not so approved within 10 days after the date hereof, the Receiver shall forthwith refund to the Purchaser all sums theretofore paid hereunder, and all obligations of all parties hereto will thereby be cancelled.

5. The Purchaser shall be entitled to possession of said premises hereunder on acceptance of contract, subject to existing lease with Emil E. Zieman expiring March 1, 1934. Lease to be assigned to purchaser by Receiver. The Purchaser agrees to assume and pay all taxes levied and assessed for the year 1933 (payable in 1934) and subsequent years, and all drainage tax and special assessments or installments thereof, and interest thereon, heretofore or hereafter levied upon said premises payable without penalty other than interest on and after the date of this contract, before such taxes or assessments

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become delinquent. The Purchaser agrees to keep the buildings on said premises insured from and after noon of Date of possession, 19..., against loss or damage by fire, lightning, windstorm, and tornado, in companies acceptable to the Receiver, his successors or assigns, for the full insurable value thereof, such policies to be payable to the Receiver, his successors or assigns, as his or their interest may appear, and to be held by said Receiver. If the Purchaser shall fail or neglect to pay any taxes or assessments or to provide any insurance as herein agreed to be paid and furnished, the Receiver may at his option pay such taxes, assessments, and/or procure such insurance, and the sum or sums paid therefor shall be forthwith due and payable by the Purchaser to the Receiver, and shall be secured hereby and shall bear interest the same as said purchase price.

6. The Purchaser acknowledges that he has personally and carefully inspected the above described premises, and is purchasing the same upon his own judgment as to soil, condition, surface, buildings, and existing highways, and without regard to any statement or representation of any kind made to him concerning the same.

7. While the Purchaser is in possession of said premises he agrees to farm the same in a good and workmanlike manner; to commit and allow no waste thereon; to use said premises solely for lawful purposes; to haul out and scatter on the tillable land all manure now or hereafter accumulated on the premises; to keep said premises and abutting roadways free from weeds and rank grass to the best of his ability; to make no material alterations in the improvements thereon without the written consent of the Receiver; and to create or suffer no lien thereon without the written consent of the Receiver. It is understood that the Receiver now carries \$6,950.00 fire insurance and \$6,950.00 tornado insurance on the buildings on said premises, which amounts are satisfactory to the purchaser, and the purchaser agrees to pay the pro rata premium thereon from the date of taking possession of said premises. In the event of loss by fire or tornado before possession is given to the purchaser, the loss paid thereunder shall be paid out on the order of the purchaser toward the construction of new buildings, or, at the option of the purchaser, applied on the last maturing payment or mortgage hereunder.

8. Should default be made in the payment of principal or interest or any part thereof, to be by said purchaser paid, after the same becomes due hereunder, or should he fail to pay the taxes or all other assessments or installments which become due after the date of this contract, or any part thereof, levied upon said premises as herein provided; or to keep the buildings insured as herein agreed; or to perform any or either of the covenants, agreements, terms or conditions herein contained to be by the purchaser kept or performed, or use the premises for any unlawful purpose or permit the same to be so used, then, or at any time thereafter during the continuance of such default, the Receiver may without notice declare the whole unpaid indebtedness hereunder due and payable at once and the Receiver shall have the right in any of said cases at his option either: FIRST, to declare the contract null and void, as provided by law, in which case all the right and interest to be acquired by the purchaser shall be forfeited and the property revert fully to the Receiver without right of the purchaser to reclamation or compensation for money paid or improvements made; such payments or improvements being deemed compensation for the use of the premises, or as liquidated damages for the breach of the contract; or SECOND, to proceed in an action at law to collect the full amount due under the contract with interest; or THIRD, to proceed with an action in equity to foreclose the contract for the whole amount due or to become due thereon, with interest as herein provided, in which event the receiver shall be entitled to have a receiver appointed to take possession of the property and of all rents, issues and profits which may arise therefrom; or

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FOURTH, to proceed with an action in equity for specific performance of the contract. If an action either at law or equity be brought by the receiver on the contract, the purchaser agrees to pay a reasonable attorney's fee to the receiver's attorney to be taxed as part of the costs in the action. The purchaser further specifically agrees that on demand of the receiver after cancellation or forfeiture hereof, he will quietly and peaceably surrender possession of said premises. The purchaser agrees that the receiver shall have during the life hereof a present first lien upon all crops grown on the land herein described, as security for the payments hereby agreed to be made, and for the fulfillment of the covenants, conditions and agreements herein agreed to be kept and performed. Neither the extension of time of payment of any sum or sums of money to be paid hereunder, nor any waiver by the receiver of his rights to declare this contract forfeited by reason of any breach hereof, shall be valid unless in writing, and no such writing shall affect or modify any term or provision of this agreement except as specifically stated in such writing.

9. Time is hereby declared to be of the essence of this agreement. All of the covenants and agreements hereof shall run with the land and bind and inure to the benefit of the heirs, executors, administrators, and assigns of the Purchaser, and shall bind and inure to the benefit of the successors and assigns of the Receiver. The sum tendered herewith and all other payments made or tendered to the Receiver hereunder, if not in money, will be accepted by the Receiver for collection only, and the Receiver shall be responsible only for the application or return, as the case may be, of cash proceeds thereof received by him.

IN TESTIMONY WHEREOF The parties hereto have hereunto set their hands and seals the day and year first above written.

John B. Gallagher (Seal)  
As Receiver of Chicago Joint Stock Land Bank

A. R. Corey (Seal)

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, Robert Rix a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John B. Gallagher, Receiver of Chicago Joint Stock Land Bank personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 22 day of May A. D. 1933.

(NOTARIAL SEAL)

Robert Rix  
Notary Public.

STATE OF IOWA )  
COUNTY OF POLK ) SS.

On this 17th day of May, A. D. 1933, before me Selma G. Thompson, a Notary Public in and for Polk County, State of Iowa, appeared A. R. Corey to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Selma G. Thompson  
Notary Public in and for said County  
and State

