

Mortgage Record, No. 83, Madison County, Iowa

BOONE BLANK BOOK CO., BOONE, IOWA. 22012-30

Lovina F. Parkins and Husband,

#321

Filed for record the 10th day of February
A. D. 1933 at 8:40 o'clock A. M.

To

Fee

Maggie Reese Hobbs, Recorder.

Vern Lemon.

\$1.00✓

Jessie Allgeyer, Deputy.

LAND CONTRACT.

THIS AGREEMENT Made this 9 day of March 1932 between Lovina_ Parkins & Stephen Parkins of the County of Madison and State of Iowa, party of the first part, and Vern Lemon of the County of Madison and State of Iowa, the second part is as follows:

The party of the first part hereby 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 interest in and to the real estate situated in the County of Madison and the State of Iowa, to-wit:

Lot Five (5) in Block One (1) on Railroad Addition to Winterset, Ia.,
62 by 132

for the sum of _300 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 _300 Dollars and to pay said sum therefore to the party of the first part, his heirs or assigns, as follows:

_60.50 Dollars, on the execution of this agreement, and the balance of \$10 per mo. Dollars as follows, to-wit: Possession given 9 Mar, 1932 and the bal. of the purchase price to be paid at the rate of \$10 per mo. until \$239.50 is paid on this contract first payment falling due May 1, 1932 and when said amount is paid on this contract then first parties will execute and deliver to second parties a warranty deed to said premises and send party will pay 6 0/0 int. on principal with interest from date possession is given, at the rate of 6 per cent per annum on all such sums as shall remain unpaid, payable annually till all is paid. The/^{said}first parties covenant and agree to deliver said premises with all appurtenances thereto belonging, on final settlement under this contract in as good condition as in at the making of agreement of sale, ordinary use and wear excepted. First parties agree to furnish abstract of title to the premises contracted, prepared by a reputable abstractor, showing good merchantable title to the above described premises, to the time for final settlement hereunder, clear of all taxes or liens of every character save only a loan on said property for \$......to..... which loan second party is to assume payment of in the deed to be made hereunder, with all interest thereon after.....to which time first party agrees to pay same.

And it is expressly agreed by and between the parties hereto, 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 preformed 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 be in the possession of said real estate, or any part thereof, he or they

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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 my 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 concey- ing full title to said premises as above agreed, and Abstract of Title as specified. It is further agreed that this contract is to be performed at the office of O. E. Beach, Winterset, Iowa.

Said parties further agree, that if either party makes a default in, or refuses or neglects to comply with the conditions hereof in the spirit hereof, such party shall forfeit to the party ready, willing and offering to comply herewith at the time and place agreed on, the sum ofDollars which sum may be recovered by an action hereon, with all attorney's fees and cost incident thereto as damages for the loss, expense, inconvenience and delay occasioned thereby and incident thereto only, and such damages shall not consti- tute 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.

Lovina F. Parkins
Stephen Parkins

Vern Lemon

STATE OF IOWA,)
) ss.
MADISON COUNTY,)

On this 10th day of February A. D. 1933, before me personally appeared Vern Lemon 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 purposes therein specified.

H. M. Saxton
Notary Public in and for said County.

