

# Mortgage Record, No. 86, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7116

R.B.Stewart

#2268

Filed for record the 2 day of  
June A.D.1936 at 8:00 o'clock  
A.M.

Valda C. Bishop, Recorder  
Pearl E. Shetterly, Deputy

To

Fee \$1.00 ✓

Lee H. Anderson & Wife

## LAND CONTRACT

THIS AGREEMENT, Made this 19th day of May A.D.1936, between R.B.Stewart, single, of the County of Clayton and State of Iowa, party of the first part, and Lee H. Anderson and Hettie J. Anderson, husband and wife, of the County of Madison and State of Iowa, of the Secnd 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:

Lots five (5) and six (6) in Block one (1) of Gaff  
& Bevington's Addition to the City of Winterset, Iowa.

for the sum of Five Hundred and no/100 (500.00) Dollars, payable as hereinafter mentioned.

And the said 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 Five Hundred and no/100 (500.00) Dollars, and to pay said sum therefore to first party, his heirs or assigns, as follows: Eight and 50/100 (8.50) dollars, on the execution of this agreement and the balance of Four Hundred Ninety One and 50/100 (491.50)dollars as follows, to-wit:

Eight and 50/100 (8.50) dollars on the fifth (5th) day of June, 1936, and a like amount of the fifth (5th) day of each month thereafter until the full amount of said balance has been paid

payable monthly with each of said monthly payments, on the said balance, and with interest from date possession is given, at the rate of Five 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 execution of contract in as good condition as the same are in at the present time, ordinary use and wear excepted, subject to a certain lease and rights of possession in the tenants named therein, according to the terms thereof. 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 save only the second installment of 1935 taxes (due in 1936) which second party is to assume payment of with all interest and penalties thereon after date, 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 Foster W.

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Powell, 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 legal damages, 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.

Lee H. Anderson  
Hettie J. Anderson

R.B.Stewart.

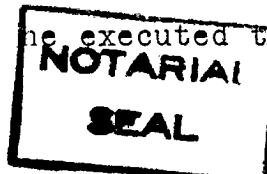
State of Iowa )  
Madison County ) ss:

On this 19th day of May A.D.1936, before me personally appeared Lee H. Anderson and Hettie J. Anderson, husband and wife, 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 purpose therein specified.

R.O.Brock, Deputy Auditor in and for said County  
(MADISON COUNTY SEAL)

State of Iowa, County of Clayton,ss:

On this 23 day of May, 1936, before me personally appeared R.B.Stewart, single, 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.



Henry C. Schnepf  
Notary Public in and for said County and State