

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

J. H. WELCH PRYNG. CO., DES. MOINES, IOWA

Sealed on behalf of said Iowa-Des Moines National Bank & Trust Company by authority of its Board of Directors and said E.W.Jones and H.G.Wilson acknowledged the execution of said instrument to be the voluntary **NOTARIAL** of said Corporation by it voluntarily executed.

**SEAL**

E.M.Fegtly  
Notary Public in and for Polk County, Iowa.

John Kessler

#1347

Filed for record the 27 day of  
March A.D.1937 at 9:30 o'clock  
A.M.

To

Fee \$1.10 ✓

Glenn Egy

Valda C. Bishop, Recorder

LAND CONTRACT

THIS AGREEMENT, Made this 17th day of February A.D.1936 between John Kessler of the County of Union and State of Iowa party of the first part, and Glenn Egy 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 part 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:

Lot five (5) in Block nineteen (19) Original of Winterset, Iowa

for the sum of Fifteen Hundred and no/100 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 Fifteen Hundred and no/100 Dollars and to pay said sum therefore to first party, his heirs or assigns, as follows: Two Hundred and no/100 dollars, on the execution of this agreement, and the balance of Twelve Hundred fifty and no/100 dollars, as follows, to-wit: Fifty and no/100 dollars on May 1st. 1936. \$200.00 on July 1st, 1936 Balance of the \$1500.00 payment September 1st. 1936 except to be deducted from the last mentioned payment the amount due on contract between Lucile Trawver and H.E.Trawver dated August 27th, 1935 and Albert L. McDonald and assigned to John Kessler. Possession to be given March 1st. 1936. Deed to be made under this contract as provided in Original Contract with Trawver. Payments on that Contract \$20.00 per month, with interest from date possession is given, at the rate of six 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 save only a loan on said property for \$ as mentioned above. which loan second party is to assume payment of in the deed to be made hereinunder with all interest thereon after March 1st. 1936. to which time first party agrees to pay the same, 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 him on by this contract, and first party shall have the right to re-enter and take possession of

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the premises aforesaid. But if such sums of money, except the amount, if any, retained be- of the  
cause 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  
S.M. Hamilton  
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 Two hundred fifty  
dollars, which sum may be recovered by an action hereon, with all attorneys fees and costs in-  
as damages for the loss, expense, inconvenience and delay occasioned thereby and incident thereto  
cident 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.

John Kessler  
Glenn Egy.

Winterset, Ia  
April -29-1936

|  |               |          |
|--|---------------|----------|
| The payment has been made as stated on Contract                                      |               | \$250.00 |
|  | March-1-1936  | \$20.00  |
|  | April-1-1936  | \$20.00  |
|  | May -1-1936   | \$50.00  |
|  | May -1-1936   | 20.00    |
|  | June -1-1936  | 20.00    |
|  | July -1-1936  | 20.00    |
|  | July-11-1936  | 200.00   |
|  | Aug - 1-1936  | 20.00    |
|  | Sept - 1-1936 | 20.00    |
| Sept 18,-Rec payment due Sept 1- also Interest to Sept 18 by Vivian Egy Being 185.00 |               |          |
| Leaving Balance on Contract \$710.00   |               |          |
| Rec. on this Contract  | Oct-1-        | \$20.00  |
| " " " contract   | Nov-1-        | 20.00    |
| Rec. " " "   | Dec-1-        | 20.00    |
| " " " "1937  | Jan-1-        | 20.00    |
| " " " "1937  | Feb-1-        | 20.00    |
| " " " 1937   | March-1-      | 20.00    |