

Margeret Witherow Guye

To

Clarence E. Meyer & Wife

#1789

Fee \$ 1.10 ✓

Filed for record and recording
April A.D.1937 at 10:55 o'clock
A.M.

Valda C. Bishop, Recorder

L A N D C O N T R A C T

THIS AGREEMENT Made this 10th day of September A.D.1935 between Margaret Witherow-Guye
of the County of Madison and State of Iowa. Party of the first part, and Clarence E. Meyer

Mortgage Record, No. 88, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

and wife, Mary Meyer 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:

The North Half ($\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section 36, in Township 76 North, Range 28 West of the 5th P.M., Iowa, except therefrom a strip two (2) rods wide along the whole of the North side of said tract; and a tract of land described as follows:- Commencing at a point 20 rods North of the Southeast Corner of the Southwest Quarter ($SW\frac{1}{4}$) of said Section, Township and Range, thence West 16 rods, thence South 4 rods and 5 links, thence East 16 rods, thence North 4 rods and 5 links, to place of beginning.

for the sum of Thirty-two Hundred (\$3200.00) Dollars, payable as hereinafter mentioned.

And the said second 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 Thirty-two Hundred (\$3200.00) Dollars, and to pay said sum therefor to first party, his heirs or assigns, as follows:

Five Hundred (\$500.00) dollars, on the execution of this agreement, and the balance of Twenty-seven Hundred (\$2700.00) dollars as follows to-wit: Five Hundred (\$500.00) dollars March 1st, 1936, Five Hundred Dollars (\$500.00) March 1st, 1937, and interest at Five (5) per cent for one year on Twenty-two Hundred (\$2200.00) Dollars. On payment of said sums, Party of the First Part agrees to execute Warranty Deed and carry back a purchase money mortgage for the balance. First Party to pay 1934 taxes. Second Party to pay 1935 and subsequent taxes. Possession to be given March 1st, 1936. Second Party to pay future insurance premiums and to keep the property properly insured. 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 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 Winterset, Iowa.

All loose lumber, fence posts, fence wire, including woven wire, water tanks, hay fork, ropes, pulleys and other hay equipment, portable hog houses, granaries, corn cribs, and

portable buildings of every kind, gasoline engine, pumps, jacks, elevators, etc., if any, shall be left on the farm as they now are, reasonable wear and tear excepted; all unexpired insurance on the buildings shall be assigned to the vendee, and telephone left in the house, and share of telephone company, if any, shall be assigned to the vendee without charge, unless some of the matters in this paragraph referred to are specifically excepted in the contract.

It is further agreed that all deeds and other papers in connection with this transfer shall be executed at the expense of the respective parties, and left in escrow at Winterset Iowa, for delivery to the respective parties on March 1st, 192.., within ten days from the date of this contract such delivery to be made only on compliance with this contract.

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 dollars, which sum may be recovered by an action hereon, with all attorney 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.

Margaret Witherow Guye
Clarence Meyer
Mary Meyer.

State of Iowa, Madison County, ss.

On this 10th day of September A.D.1935 before me personally appeared Margaret Witherow Guye and Clarence E. Meyer and wife, Mary Meyer to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that the same as their voluntary act and deed, for the purposes therein specified.



Leo C. Percival
Notary Public in and for said County

Filed for record the 20 day of