

Wm. L. K. K. K.

Daisie Connoran Smith, et al
To
Arthur Brown & Wife.

#2017
Fee \$1.20

Filed for record the 1 day of
May A.D.1937 at 3:30 o'clock P.M.
Valda C. Bishop , Recorder

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

THIS AGREEMENT Made this day of November A.D.1935 between Daisie Connoran Smith and husband Warren Smith, and C.W.Connoran and wife , Glen M. Connoran of the County of Madison & Warren. respectively. and State of Iowa, party of the first part, and Arthur Brown and Sarah Brown, husband and wife, of the County of Madison and State of Iowa, of the second part is as follows:

The party of the first part hereby agrees to sell to the party of the second part

MATT FARROTT & SONS CO., WATERLOO, IOWA C34774

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 State of Iowa, to-wit:

The South Fractional Half (S Fr'l. $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-five (25), in Township Seventy-seven (77) North of Range Twenty-six (26), W. 5th P.M.

This contract is to be deemed as made of date March 1, 1935, and the first payment hereinafter mentioned is to be in cancellation of the balance of the rent under the lease from First Parties to Second Parties of said premises from March 1st, 1935 to March 1st, 1936. for the sum of Three Thousand & 00/100 (\$3,000.00) 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 Three Thousand & 00/100 (\$3,000.00) Dollars and to pay said sum therefor to the party of the first part, his heirs, or assigns, as follows: One Hundred & 00/100 (\$100.00) Dollars, on the execution of this agreement, Eighty (\$80.00) Dollars has heretofore been paid, and the balance of Twenty-nine Hundred & 00/100 (\$2900.00) Dollars, as follows, to-wit: One Hundred (\$100.00) Dollars on March 1st, 1936 and One Hundred (\$100.00) Dollars on the first day of March of each and every year thereafter until such times as Second Parties can obtain a loan upon the premises to pay the balance due under this Contract, with interest from March 1st, 1935, at the rate of 5 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 abstract of title to the above described premises, clear of all taxes or liens of every character up to and including March 1st 1935.

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 performed 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 terminate 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 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 may 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 conveying 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 W.T. Guiher, Winterset, Iowa.

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.

Arthur Brown

Sarah Brown
Parties of Second Part.

STATE OF IOWA, WARREN COUNTY, SS.

C.W. Connoran
Glen M. Connoran
Daisie Connoran Smith
Warren Smith
Parties of First Part.

On this 14th day of November, A.D. 1935, before me personally appeared C.W. Connoran & Glen M. Connoran, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

H.H. McNeil
Notary Public in and for said County.

As a part of this Contract, Second Parties agree to set out an orchard of two hundred forty (240) apple trees during the season of 1937 and to take care of such orchard when planted as an apple-grower would. Trees to be grafted and "hospitalized" on farm during season of 1936. All fence material purchased during the season of 1935 is to be paid for by Second Parties. Second Parties have an exemption for taxation purposes and that the same shall be applied upon the taxes levied and assessed against said land as a part of the consideration of this contract. In the event a Soldier's Bonus is given to Second Parties, that that part in excess of the loan he now has on the same shall be applied upon the indebtedness evidenced by this contract.

That these premises are not sold for the purpose of making improvements, but there are certain needed repairs to be made upon said premises which can be done by Second Parties without much, if any, additional building material being furnished, and that Second Parties are to make the repairs and furnish the materials. That all materials purchased for the improvements on the place shall be junior and inferior to the rights of First Parties ^{under,} here/

John A. Guiher, Lawyer
\$20.00

John A. Guiher, Lawyer

Winterset, Iowa, Nov 8th 1935.

Received of Arthur & Sarah Brown Twenty & no/100 (20.00) Dollars in currency as tender on contract of land of even date C.W. Connoran, Daisie Connoran Smith, Vendors - S $\frac{1}{2}$ SE $\frac{1}{4}$ & NW $\frac{1}{4}$ SE $\frac{1}{4}$ 25-77-26 together with contracts signed by vendees.

W.T. Guiher.

Winterset, Iowa
June 25th, 1936.

Received of Arthur Brown the sum of Four Hundred Forty & 00/100 (\$440.00) Dollars, and in consideration thereof, Daisie Connoran Smith, on her own behalf and as agent for C.W. Connoran, agrees that Forty (\$40.00) Dollars of said sum will cancel all interest that accrued on the Land Contract in which they, said Daisie Connoran Smith and C.W. Connoran, are Vendors and Arthur Brown is Vendee, up to March 1st, 1936; The Vendors are selling to the Vendee the S $\frac{1}{2}$ SW $\frac{1}{4}$ pf Sec. 25 and NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 25-77-26; and that the Four Hundred (\$400.00) Dollars will be credited on the principal.

W.T. Guiher
Attorney for Daisie Connoran Smith and
C.W. Connoran, Vendors.

CUM...
Filed for record the 1 day of

#2022

Filed for record the 1 day of