

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

Id

Carl Olson

#2055

Filed for record the 4 day of
May A.D.1937 at 1;40 o'clock
P.M.

To

Fee \$.90

Evelyn M. Olson Anderson, et al

Valde C. Bishop, Recorder

LAND CONTRACT

THIS AGREEMENT, Made and entered into this 15th day of February 1937, by and between Carl Olson of the county of Sac and state of Iowa, part_ of the first part and Evelyn M. Olson Anderson and Glenn J. Anderson of the county of Madison and state of Iowa, part_ of the second part, WITNESSETH:

That in consideration of the stipulations contained, and the payments to be made as hereinafter specified, the first party hereby agrees to sell unto the second party the following real estate situated in the county of Madison and state of Iowa, known and described as follows:

The North Half of Lots five (5) and six (6), and the West fifty two feet of the North Half of Lot seven (7) all in Block Twenty three in the original town of Winterset, Iowa

for the sum of Thirty eight hundred dollars of which amount the said party has this day paid Five hundred fifty dollars. And the said second party in consideration of the premises, hereby agrees to pay the said first party at the office of Carl Olson Sac City, Ia the following sums at the several times named below, time being the essence of this agreement, to-wit: Fifty dollars on May 1, 1937 and same amount on First day of each month thereafter till paid in full.

And the said second party, in consideration of the premises, hereby agrees that he will regularly and seasonably pay all such taxes and assessments as may be hereafter lawfully imposed on said premises, and including the taxes for the year 1937.

And the said second party hereby further agrees and binds himself, his heirs and assigns, that all improvements placed upon said premises shall remain thereon and shall not be removed therefrom before final payment be made for said described premises.

In case the said second parties their legal representatives or their assigns, shall pay the several sums of money aforesaid punctually and at the times above specified, and shall strictly and literally perform all and singular agreements and stipulations after their true tenor and intent, then the first party will make unto the second party his heirs or assigns (upon request at the office of Carl Olson and the surrender of this contract) a deed conveying said premises in fee simple, with the ordinary covenants of warranty, excepting, however from the operation and subject matter of said covenants the before mentioned taxes and assessments, and all liens and encumbrances created or imposed by said second party or his assigns.

But in case the second parties shall fail to make the payments aforesaid or any of them punctually and upon strict terms and times above limited, or to perform and complete each or any of..... agreements and stipulations aforesaid strictly and literally without any failure or default, the times of payment and of the performance of said agreements and stipulations being of the essence of this contract, then the first party shall have the right to declare his contract null and void, and at the election of the first party all rights and interests hereby created or then existing in favor of said second party, or derived under this contract, shall utterly cease and terminate, and the premises hereby contracted shall revert and revest in said first party (without any declaration or forfeiture, or act or reentry or without any other act by said first party to be performed and without any right of said party for reclamation of compensation for money paid or improvements made) as absolutely, fully and perfectly as if this contract had never been made, if, however, the first party shall elect not to declare this contract null and void in case the said second party shall fail to make the payments or any of them, as above stipulated, the second party agrees to pay interest annually at the rate of eight percent per annum on all payments of both principal and interest from the date of their maturity.

We have personally made examination of the real estate described above, and will not hold the agent responsible for any claims made by him.

Evelyn M. Olson Anderson

Glenn J. Anderson.

Carl Olson,

State of Iowa, County of Sac, ss:

On this 15th day of February A.D. 1937 before me, H.S. Bernt a Notary Public in and for the County of Sac and State of Iowa, personally appeared Evelyn M. Olson Anderson and Glenn J. Anderson to me known to be the persons named in said instrument and who executed the same and acknowledged the execution of the same as their voluntary act and deed.

(Sac County Seal)

State of Iowa, Sac Co., ss:
On this 4th day of May, 1937, before me
witness Gilbert, Notary Public in and for Sac County,
I have personally appeared Carl Olson, to me personally
known, and who, signed the foregoing instrument and
acknowledged the same as his voluntary act and deed.
Witness my hand and seal on the date aforesaid.
H.S. Bernt, Notary Public in and for Sac County,
Iowa.

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the
day and year last above written.

Seal



H.S. Barnt
Notary Public in and for Sac County,
State of Iowa. *