

Mortgage Record, No. 88, Madison County, Iowa

MATT PARROTT & SONS CO., WATERLOO, IOWA C84774

Chas.E. Tucker, Referee, et al

#2264

Filed for record the 14 day of
May A.D.1937 at 11:30 o'clock
A.M.

To

Fee \$.80

S.M.Porter

Valda C. Bishop, Recorder

C O N T R A C T

THIS AGREEMENT made this 28th day of October A.D.1936, between Charles Crow, Administrator with Will Annexed of the Estate of Mahala Jane Smith, Deceased, and Chas.E.Tucker Referee in the case of Jessie H. Crow, Plaintiff, vs: Grace McKenzie, et al Defendants, in the County of Madison and State of Iowa, Parties of the First Party, and S.M.Porter, of the County of Madison and State of Iowa, Party of the Second Part, WITNISSETH as follows:-

&
That for and in consideration of the sum of Eight Thousand Six Hundred/Fifty & no/100 (\$8650.) Dollars, the Parties of the First Part hereby agree to sell to the Party of the Second Part on the performance of the agreements of Second Party as hereinafter mentioned, the Real Estate belonging to this Estate and described as follows, to-wit:-

The said Chas.E.Tucker, Referee, hereby agrees to sell Lot One (1) and the East Twenty-six (E 26) feet of Lot Two (2) in Block Eight (8) of the Original Town Plat of Winterset, Iowa, and

The said Charles Crow, as Administrator with Will Annexed of the Estate of Mahala Jane Smith, Deceased, agrees to sell----

The Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Iowa; AND the Northwest Fractional Quarter (NW frl. $\frac{1}{4}$) of Section Four (4), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Iowa.

and the Party of the Second Part hereby agrees to purchase of said Parties of the First Part, the said real estate above described and pay therefor the sum of \$8650.00 in the manner following:- \$500.00 on the Execution of this agreement, and the balance of said purchase price, the sum of \$8150.00 on the first day of March A.D.1937.

The said Chas. E. Tucker, Referee, hereby agrees to convey the said

Lot one (1) and the East Twenty-six (E 26) feet of Lot Two (2) in Block Eight (8) of the Original Town of Winterset, Iowa,

to the Second Party by a good and sufficient Referee's Deed of conveyance and to deliver to said Second Party an Abstract showing merchantable title to the said Real Estate, and the said Charles Crow, Administrator with Will Annexed of the Estate of Mahala Jane Smith, Deceased, agrees to convey the said--

The Southwest Quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section Thirty-three (33) of Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Iowa; AND the Northwest Fractional Quarter (NW frl. $\frac{1}{4}$) of Section Four (4), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Iowa,

to the said Second Party by good and sufficient Administrator's Deed of conveyance and deliver to said Second Party an Abstract showing merchantable title to said Real Estate; possession of said real estate to be given March 1, 1937.

It is further specifically understood and agreed that this Contract is subject to the approval of the District Court of Madison County, Iowa, and all deeds and conveyances hereunder are made subject to the approval of the District Court of Madison County, Iowa, and it is further agreed that in case Second Party fails to make payment of any part thereof or 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; such forfeiture shall be made under the laws of the State of Iowa.

It is further understood and agreed that the carrying out of this Contract depends upon the said Charles Crow, Administrator of the Estate of Mahala Jane Smith, Deceased, making suitable terms which will be approved by the Court with the Tenant on said premises for possession, and if the terms cannot be completed which will be approved by the Court then this Contract is to be null and void and of no effect.

It is further agreed by the parties hereto that the First Party will pay the expense of moving the tenant from the place, which is estimated in the sum of \$150.00, and the Second Party will pay for the wheat crop sown on said premises, together with the plowing of the same, which is estimated in the sum of \$150.00

Witness our hands the day above written.



Chas. E. Tucker
Referee

Charles Crow
Administrator
PARTIES OF THE FIRST PART
S.M. Porter
PARTY OF THE SECOND PART .