

S.M. Porter
PARTY OF THE SECOND PART .

Flora Murphy

#2269

Filed for record the 14 day of
May A.D.1937 at 3:35 o'clock
P.M.

To

Fee \$.80 ✓

Sadie Smith

COPY
LAND CONTRACT

Valda C. Bishop. Recorder

THIS AGREEMENT, Made this 11th day of February A.D.1937 between Flora Murphy of the County of Madison and State of Iowa party of the first part, and Sadie Smith 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:

Lot one (1) Block three (3) Railroad Addition to the City of Winterset, Iowa.
for the sum of Six Hundred \$600.00 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 Six Hundred \$600.00 Dollars, and to pay said sum therefore to first party, his heirs or assigns, as follows: One Hundred \$100.00 dollars, on the execution of this agreement and the balance of Five Hundred \$500.00 dollars, as follows, to-wit: \$200.00 on July 1, 1937 and \$10.00 on the first day of March and on the first day of each Month thereafter until all is paid. Possession to be given March 1, 1937.

wuth interest from date possession is given, at the rate of 6% 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 when this property is paid for to 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

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

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 the office of J.E.Hamilton & Son, 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 \$100.00 dollars, which sum may be recovered by an action hereon, with all attorneys 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 above written.

Flora Murphy
Sadie Smith

STATE OF IOWA)
MADISON COUNTY) ss:

On this 11th day of February A.D.1937 before me personally appeared Flora Murphy, Sadie Smith to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed, for the purpose therein specified.

(NOTARIAL)
(SEAL)

S.M.Hamilton
Notary Public in and for said County.

March 1-1937 Recd \$10.⁰⁰ COMPARE April 1 1937 Recd \$10.⁰⁰ May 4, 1937 Recd \$10 ⁰⁰
Filed for record the 15 day of