

Albert R. Rogers & Wife

#2275

Filed for record the 15 day of
May A.D. 1937 at 10:40 o'clock
A.M.

To

Fee \$.80

L.W. Woods & Wife

Valda C. Bishop, Recorder

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

and Jennie Rogers

THIS AGREEMENT, Made this 21st day of February A.D. 1936 between Albert R. Rogers, husband and wife, of the County of Madison and State of Iowa, party of the first part, and L.W. Woods and Ruth I. Woods, husband and wife, 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 East Fifty (50) feet of the West One Hundred (100) Feet in width of Lot Nine (9) of Berger's Four (4) acre lot in the City of Winterset, Iowa.

Possession to be given by March 14, 1936.

for the sum of Eight Hundred and No/100 (\$800.00) 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 Eight Hundred and No/100 (\$800.00) Dollars and to pay said sum therefore to first party, his heirs or assigns, as follows: One Hundred and Twelve and 50/100 (\$112.50) dollars, on the execution of this agreement and the balance of Six Hundred Eighty-seven and 50/100 (\$687.50) dollars, as follows, to-wit: Forty-five (\$45.00) Dollars per every three (3) months, beginning on June 1, 1936, and on each and every three months thereafter, until one half ($\frac{1}{2}$) of the purchase price shall have been paid, with interest on all of the principal sum up to that time, when second party shall execute and deliver to said first party, a purchase price mortgage for the balance still due, payable

as above indicated, and said first party shall deliver to said second party a deed for the premises as specified below together with an abstract of title. with interest from date possession is given, at the rate of Five (5%) 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 contracted by said first party. Taxes are to be paid by second party beginning with 1936 payable 1937, which time first party agrees to pay the same, 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 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 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 herein written.

Albert R. Rogers
Jennie Rogers

L.W.Woods
Ruth I. Woods

State of Iowa, Madison County, SS.

On this 22nd day of February A.D. 1936, before me personally appeared Albert R. Rogers and Jennie Rogers, husband and wife and L.W.Woods and Ruth I. Woods, husband and wife, 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.

S.A.Hays
Notary Public in and for Madison County, Iowa.

