

MATT PARROTT & SONS CO., WATERLOO, IOWA 03474

Mrs Mary Morgan

#2549

Filed for record the 28 day of
May A.D.1937 at 2:05 o'clock
P.M.

To

Fee \$1.00 ✓

Valda C. Bishop, Recorder
Pearl E. Shetterly, Deputy

Mrs. Alma Eslinger

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

THIS AGREEMENT Made this 16th day of April A.D.1937 between Mary Morgan, widow, of the County of Madison and State of Iowa, party of the first part, and ... Alma Eslinger, widow, 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 Five (5) in Block Two (2), Jones Addition to the City of Winterset, Iowa.

for the sum of One Thousand & 00/100 (\$1,000.00) 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 One Thousand & 00/100 (\$1,000.00) Dollars, and to pay said sum therefore to first party, his heirs or assigns, as follows: Two Hundred & 00/100 (\$200.00) dollars, on the execution of this agreement, and the balance of Eight Hundred & 00/100 (\$800.00) Dollars as follows, to-wit: Fifteen & 00/100 (\$15.00) Dollars on the 15th day of May, A.D.1937, and on the 15th day of each month thereafter until said balance has been paid. Possession to be given May 1st, 1937.

Second Party has the right to pay any amount at any time. Second Party has the right to make final payment at any time by giving First Party thirty days notice of such payment, in which First Party can have the Abstract of Title completed and matters adjusted. Interest is to be computed annually, May 1st of each year, 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, 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 the Union State Bank, of Winterset, Iowa.

1 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 as damages for the loss, expense, inconvenience and delay occasioned thereby and incident thereto 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.

State of Iowa, Madison County, SS.

Mrs. Mary Morgan
Mrs. Alma Esslinger

On this 16th day of April A.D. 1937 before me personally appeared ...Mary Morgan, widow and ...Alma Esslinger, widow, 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.

(SEAL)

W.T. Guier
.....
Notary Public in and for said County.

E.A. & H.M. Bullin

#2551

Filed for record the 28 day of