

Helen McCall Huntoon

#1153

Filed for record the 4 day of
March A.D.1938 at 2;25 o'clock
P.M.
Valda C. Bishop Farver,Recorder
Pearl E. Shetterly, Deputy

To

Fee \$ 1.00

Lloyd & Christina Belle Dickey

LAND CONTRACT

THIS AGREEMENT Made this 12th day of February A.D.1938 between Helen McCall Huntoon of the County of Madison and State of Iowa, party of the first part, and Lloyd Dickey and Christina Belle Dickey of the County of Madison and State of Iowa, of the second part is as follows:

The party of the first part hereby agrees to sell to the party of the second part on the performance of the agreements of the party of the second part 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 Twelve (12) and the East Half ($\frac{1}{2}$) of Lot Eleven (11) in Block Two (2) of Danforth's Second Addition to the City of Winterset, Madison County,Iowa.

for the sum of Three Hundred & no/100 Dollars,payable as hereinafter mentioned. And the said party of the second part, in consideration of the premises hereby agrees to and with

the party of the first part, to purchase all his right, title and interest in and to the real estate above described, for the sum of Three Hundred & no/100 Dollars, and to pay said sum therefor to the party of the first part, his heirs or assigns, as follows: One Hundred & no/100 Dollars, on the execution of this agreement, and the balance of Two Hundred & no/100 Dollars, as follows, to-wit: Ten & no/100 Dollars on the first day of April 1938, and Ten & no/100 Dollars on the first of each and every month thereafter until the said balance is paid in full, at which time deed and abstract as hereinafter specified will be delivered. It is further agreed that second parties will at all times maintain insurance on the buildings for the benefit of first party in an acceptable insurance company and that second parties will pay before delinquent all taxes general and special levied and assessed against the premises during the life of this contract, it being understood that the taxes for the year 1937, due in 1938 are to be paid by first party, with interest from date possession is given, at the rate of six per cent per annum on all such sums as shall remain unpaid, payable monthly till all is paid. The said first parties covenant and agree to deliver said premises with all appurtenances thereto belonging, on final settlement under this contract in as good condition as in at the making of agreement of sale, ordinary use and wear excepted. First parties agree to furnish abstract of to the premises contracted, prepared by a reputable abstractor, showing good merchantable title ~~title~~ to the above described premises, to the time for final settlement hereunder, clear of all taxes or liens placed thereon by first party, Possession hereunder to be given on March 1, 1938.

And it is expressly agreed by and between the parties hereto, that the time and times of payment of said sums of money, interest and taxes as aforesaid, furnishing abstract, possession and properly executed deed for said premises as herein before specified, is the essence and important part of the contract; and that if any default is made in any of the payments or agreements above mentioned, to be performed by the party of the second part, in consideration of the damage, injury and expenses thereby resulting, or that may be incurred by or to the party of the first part thereby, this agreement shall be void and of no effect, and the party of the second part shall have no claim in law or equity against the party of the first part, nor to the above described real estate nor any part thereof; and any claim, or interest, or right, the party of the second part may have had hereunder up to that time by reason hereof, or of any payments and improvements made hereunder, shall, on all such default, cease and terminate and become forfeited, without any declaration of forfeiture, re-entry, or any act of the party of the first part. And if the party of the second part, or any other person or persons, shall be in the possession of said real estate, or any part thereof, he or they will peacefully remove therefrom, or in default thereof, he or they may be treated as tenants holding ~~over~~ unlawfully after the expiration of a lease, and may be ousted and removed as such. But if such sums of money, interest and taxes are paid as aforesaid, promptly at the time aforesaid, the party of the first part, on receiving said money and interest, will execute and deliver at his own cost and expense, a Warranty Deed conveying full title to said premises as above agreed, and Abstract of Title as specified. It is further agreed that this contract is to be performed at the office of Madison County Land & Title Company, Winterset, Iowa.

Said parties further agree, that if either party makes a default in, or refuses or neglects to comply with the conditions hereof in the spirit 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 One Hundred & no/100 Dollars, which sum may be recovered by an action hereon, with all attorney's fees and costs incident thereto as damages for the loss, expense, inconvenience and delay occasioned thereby and incident thereto, only, and such

Filed for record the 4 day of