

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

7

ire

d.

H.H.Burnett & Wife

To
Duncan E.Henderson & Wife

#1348

Fee \$1.50

Notary Public in and for Iowa County, Iowa

Filed for record the 14 day of
March A.D.1938 at 10;35 o'clock
A.M.
Valda C. Bishop Farver, Recorder

LAND SALE CONTRACT

THIS ARTICLE OF AGREEMENT, Made and entered into this 3d day of Feb. 1938, by and between H.H.Burnett & Nettie Burnett.his wife, of Boone,County of Boone State of Iowa, party of the first part, and Duncan E. Henderson & Edith Henderson his wife of Winterset County of Madison State of Iowa,party of the second part, WITNESSETH, That in consideration of the sum of Sixty Eight Hundred Dollars (\$6800) the party of the first part has

of interest in
Contract
For Assignment of Assigned Mortgage See
Mortgage Record 82 Page 206

this day sold to the party of the second part the following described property, situated in the city of County of Madison State of Iowa, to wit: 160 acres more or less according to Government survey, Being situated in sections 1 & 2 Twp 74 Range 28 known as the H.H. Burnett farm, Being the N $\frac{1}{2}$ of SE $\frac{1}{4}$ sec 2 and the N $\frac{1}{2}$ of SW $\frac{1}{4}$ Sec. 1 all in Twp 74 Range 28 Madison County, Iowa.

This is a secondary agreement although binding and is made a consideration of this contract that Albert Miller who owns a crib of Govt Sealed corn which is cribbed on this (H.H. Burnett) farm which said second party has contracted to buy. Said second part hereby gives permission to the said Mr Albert Miller to hold said corn in crib until sold but not later than Aug first 1938 but may remove any time before. and in consideration of Township 74 Range 29 containing in all 160 A more or less according to Government survey/ the said property of the party of the second part does agree to pay to the party of the first part the sum of Sixty eight Hundred Dollars (\$6800.00) in the manner following, viz: Three hundred Dollars (\$300.00) on the execution of this contract, the receipt whereof is hereby acknowledged. And the remaining sum of Sixty five Hundred Dollars (\$6500.00) to be paid as follows: \$100. on principal Mar 1st 1939 \$200. on principal Mar 1st 1940 and \$200. on principal on Mar 1st of each year for the following nine years with the privilege of paying any multiple of \$100. on any interest paying date. All payments and principal shall draw interest at the rate of 4 $\frac{1}{2}$ % annually. Interest from March 1st 1938 when possession shall be given to second party. It is further agreed by all parties that all past due payments shall draw 6% interest per annum. First party agrees to pay all the taxes due and to be paid for the year 1938 and second party agrees to pay all the taxes and assessments on said land after the year 1938 and before they become delinquent each year. It is further agreed by all parties to this contract that first party shall have a first lien on all field crops grown on the above said farm in each year during the life of this contract unless payments are made as required. At the expiration of this contract providing all the requirements have been met the party of first part agrees to make Deed to second party carrying back the unpaid principal at the then going rate of interest but not over 5%. or this contract may be renewed by mutual consent. at the time that a good and sufficient warranty deed and clear abstract of title to the said property is made and delivered to the party of the second part, by the party of the first part or his representative, which deed and abstract the party of the first part agrees to furnish and deliver to the party of the second part at Boone State of Iowa on or before the First day of March 1949, the party of the first part to give possession of the said property to the party of the second part on or before the First day of March 1938 and it is agreed and understood that the party of the first part shall not remove from the said premises, burn or destroy in any way after the date of this contract, any buildings, fences, boards, posts, wire or any other articles either useful or ornamental belonging to and forming a part of said property, except, No exceptions.

It is further agreed that second party shall keep all buildings that are insurable insured against Fire, Lightning and Cyclones and tornados in a good and reliable company in an amount of not less than \$2500. Insurance to be payable to first party as his interests may appear and the insurance policy to be held by First party if desired.

Second party agrees to sow one bushel or more of either sweet or red clover upon the above said farm each year of this contract. It is further agreed that no assignment of this contract shall be binding on first party unless written consent is given and endorsed thereon. All payments of principal and interest shall be payable and made at Boone, Iowa. Second party agrees not to allow any liens to be filed for any improvements made and to keep all buildings in good repair.

MAIT PARROTT & SONS CO., WATERLOO, IOWA C34774

And it is expressly agreed that the time and times of payment of said sums of money interest & taxes as aforesaid is the essence and important part of this 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 expense 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 parties of the second part shall have neither claim in law nor equity against the parties of the first part nor to the above mentioned real estate nor any part thereof; and any claim, or interest, or right the parties of the second part may have hereunder up to that time by reason hereof, or of any payments and improvements made hereunder, shall on all such default, cease and determine, and become forfeited, without any declaration of forfeiture, re-entry or any act of the party of the first part.

If said second parties fail to carry out this contract during said thirty days' notice, it is expressly agreed that the time of such forfeiture and all of second parties' rights under this contract shall be construed to be terminated as of the day of service of said notice and if the parties or any other person or persons shall be in possession of said real estate or any part thereof, he or they will peaceably remove therefrom or be in default thereof or they may be treated as tenants holding over unlawfully after the expiration of a lease and may be removed as such with interest costs and attorney fees. Unless they choose to serve the statutory notice to terminating this contract.

H.H.Burnett
Nettie Burnett

Duncan E. Henderson
Edith Henderson

STATE OF IOWA, Madison County, ss

On this 3d day of Feb A.D.1938, before me a Notary Public in and for said County, personally appeared Duncan E.Henderson & Edith Henderson his wife to me known to be the identical persons named in and who executed the foregoing instrument, and whose name affixed thereto and acknowledged that they executed the same as their voluntary act and deed.

MADE under my hand and seal of office the day and year last above written.
(Notarial Seal)

William S.Inlow
Notary Public in and for Madison County,Iowa.

STATE OF CALIFORNIA,
County of Stanislaus,

} ss.

On this 11th day of Feb. in the year one thousand nine hundred and Thirty Eight before me, Henry Foster, a Notary Public in and for the County of Stanislaus, State of California, personally appeared Nettie Burnett known to me to be the person whose name is subscribed to the within instrument and he duly acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Stanislaus, the day and year in this certificate first above written.

(Notarial Seal)

Henry Foster
Notary Public in and for the County of Stanislaus,
State of California

State of California
County of Orange.

} ss.

On this 14th day of February, 1938, before me, James L. Davis, a Notary Public, in and for the County of Orange, State of California, personally appeared H.H.Burnett known to me to be the person whose name is subscribed to the within instrument and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal the day and year in this certificate first above written.

James L. Davis
Notary Public in and for said County and State.

