

and present that in case of filing of petition

SEAL

Harry F. Anderson
Notary Public in and for Madison County, Iowa.

Jessie C. McKee & Hushand

#2303

Filed for record the 2 day of
May A.D.1938 at 9:15 o'clock A.M.

To

Fee \$.60

James H. Silliman

Valda C. Bishop Farver, Recorder

C O N T R A C T

THIS CONTRACT made and entered into this 30th day of April 1938, by and between
Jessie C. McKee and husband, W. Dean McKee, Parties of the First Part, and James H. Silliman
Party of the Second Part, WITNESSETH as follows:-

That the Parties of the First Part have sold to the Party of the Second Part the
following described real estate, situated in Madison County, Iowa, to-wit:-

Lots Seven (7) and Eight (8) in the Re-Subdivision of Block Twenty (20),
Pitzer & Knight's Addition to the City of Winterset, Iowa,

for the sum of Three Thousand Five Hundred & no/100 (\$3,500.00) Dollars, payable as
follows:-

\$500.00 on the execution of this contract, and \$3,000.00 as follows, to-wit:-

Thirty-five (\$35.00) Dollars per month payable on the 1st day of June 1938, and
Thirty-five (\$35.00) Dollars on the 1st day of each succeeding month, until Fifteen Hun-
dred (\$1500.00) Dollars with interest has been paid. Interest on all deferred install-
ments to draw interest at the rate of Seven (7%) per cent until One Thousand (\$1,000.00)
Dollars of said Three Thousand (\$3,000.00) Dollars has been paid, then the rate of inter-
est change from Seven (7%) per cent to Six (6%) per cent.

IT IS FURTHER STIPULATED AND AGREED that when the Party of the Second Part has paid
Fifteen Hundred (\$1500.00) Dollars of said Three Thousand (\$3,000.00) Dollars, ^{that} then the
Parties of the First Part will execute and deliver to him a Warranty Deed for said prem-
ises, and the Party of the Second Part will execute a first mortgage on said premises for
remaining amount unpaid, to-wit:- Fifteen Hundred (\$1500.00) Dollars, payable Five Hun-
dred (\$500.00) Dollars each year for three (3) years, with interest at 6% payable annually.

First Parties agree to execute a Warranty Deed and furnish an abstract of title
showing good and merchantable title, free and clear of all liens to date of this Contract.

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

Second Party has the right to pay any or all deferred installments at any time he desires.

Second Party agrees to pay the last half of the 1937 taxes, and all subsequent taxes as same become due; also to keep said premises in good repair and insured in some good and responsible company in the amount of Three Thousand (\$3,000.00) Dollars, payable to the Parties of the First Part as their interests may appear.

IT IS FURTHER STIPULATED AND AGREED that the times of payment 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 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 Parties shall have the right to re-enter and take possession of said premises. aforesaid.

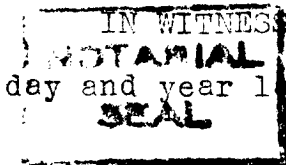
Jessie C. McKee
W. Dean McKee
Parties of the First Part

James H. Silliman
Party of the Second Part.

STATE OF IOWA :
 : SS
MADISON COUNTY :

On this 30th day of April A.D. 1938, before me, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Jessie C. McKee and husband W. Dean McKee, and James H. Silliman, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial seal the day and year last above written.



Leo C. Percival
Notary Public In and For Madison County, Iowa.