

DISTRICT COURT SEAL CLERK OF COURT

Jessie Scott by Hamilton Bros, Agents	#243	Filed for record the 13 day of
To	Fee \$1.00	January A.D.1938 at 2;00 o'clock
Katherine B. Nunan		P.M.
		Valda C. Bishop, Recorder

LAND CONTRACT

THIS AGREEMENT, Made this 12th day of January A.D.1938 between Jessie Scott of the County of Clarke and State of Iowa party of the first part, and Katherine B. Nunan 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 South sixty (60) feet of Lot Seven (7) Block five (5) West Addition to Winterset, Iowa

for the sum of Five Hundred and no/100 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 Five Hundred and no/100 Dollars, and to pay said sum therefore to first party, his heirs or assigns, as follows: One Hundred and no/100 dollars, on the execution of this agreement, and the ballance of Four Hundred and no/100 dollars, as follows, to-wit:

Four Hundred and no/100... March 1st, 1938 at which time possession is to be given and Warranty Deed Executed and delivered to Second 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 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 her 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 her 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 her part hereby made and entered into, this contract shall be forfeited and determined, and second party shall forfeit all payments made by her 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 her own cost and expense, a Warranty Deed conveying title to said premises as above agreed. This

contract is to be performed at the office of J.E.Hamilton,Winterset, Iowa

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 One Hundred and no/100 dollars, which sum may be recovered by an action hereon, with all attorneys fees and costs incident thereto as damages for the loss, expenses, 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.

Jessie Scott-By Hamilton Bros Agents
Katherine B. Nunan

STATE OF IOWA,)
Madison County,) ss:

On this 13th day of January, A.D. 1938, before me personally appeared Katherine B. Nunan to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed, for the purposes therein specified.

NOTARIAL
SEAL

S.M. Hamilton
Notary Public in and for said County.