
L.L.Blomgren, Referee

#2552

To

Fee \$.90

W.A.Bond

Filed for record the 1st day of
May A.D.1938 at 3:35 o'clock
P.M.
Valda C. Bishop Farver, Recorder
Pearl E.Shetterly, Deputy

LAND CONTRACT

THIS AGREEMENT: Made this 1st day of November, 1937 between L.L.Blomgren, Referee in cause entitled "Hans C.Hansen vs. Telle Henricksson" of the County of Madison and State of Iowa, party of the first part, and W.A.Bond of the County of Madison and State of Iowa, party of the second part 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:

A part of the South Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 36, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at a point 554 feet East of the Northwest corner of said tract, and running thence South to a point 33 feet North of the South line of said tract, thence East 126 feet, thence North to the North line of said tract; thence West 126 feet to the place of beginning

for the sum of Two Thousand, One Hundred, Five and 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 Two Thousand, One Hundred,

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

Five and no/100 DOLLARS, and to pay said sum therefor to the party of the first part, his heirs, or assigns, as follows: Seven Hundred and no/100 Dollars, on the execution of this agreement, and the balance of Fourteen Hundred, Five and no/100 Dollars, as follows, to-wit: December 1, 1937. with interest from December 1, 1937, at the rate of six per cent per annum on all such sums as shall remain unpaid, payable annually till all is paid.

And the party of the second part shall also annually pay all taxes and assessments that may accrue on said property as they become due or before they become delinquent, and including the tax for the year 1937 for the year ..19.., due and payable in the year 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 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 expense thereby resulting, or that may be incurred by or to the party of the first part thereby, 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 mentioned 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 any 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. 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 will, on receiving said money and interest, execute and deliver, at his own cost and expense, a Referee's Deed of said premises as above agreed and the Abstract of Title continued up to this date.

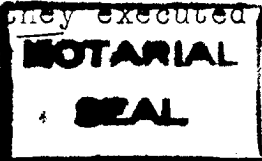
This contract of sale made subject to the approval of the District Court of Madison County, Iowa. Property to be delivered to party of the second part at time possession is given in as good a condition as same is at date of sale, ordinary wear and tear excepted. Any policy of insurance held by first party to be assigned to second party on date possession is given. WITNESS our hands the day and year above written.

L.L.Blomgren, Referee

W.A.Bond

STATE OF IOWA, Madison County, ss.

BE IT REMEMBERED, That on this 1st day of November A.D. 1937, before me Jno N. Hartley, a Notary Public in and for Madison County, Iowa, personally appeared Burt Bond 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.



Jno.N.Hartley
Notary Public in and for Madison County,
Iowa.