

I.L.Blomgren, Referee

#2743

Filed for record the 28 day of
May A.D.1938 at 2;00 o'clockTo
Lyle S.and Mary C.Smith

Fee \$.90 ✓

F.H.
Valda C. Bishop Farver,Recorder

LAND CONTRACT

THIS AGREEMENT: Made this 1st day of November, 1937 between I.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 Lyle S. Smith and Mary C.Smith 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:

Lots Seven (7), Eight (8) and Nine (9) in Lindsey's Addition to Winterset, Madison County,Iowa.

for the sum of Fourteen Hundred,Fifty 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 Fourteen Hundred,Fifty and no/100 DOLLARS, and to pay said sum therefor to the party of the first part, his heirs,or assigns as follows: Four Hundred,Eighty and no/100 Dollars, on the execution of this agree-ment, and the balance of Nine Hundred,Seventy and no/100 DOLLARS, as follows, to-wit: on or before 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, 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 im-
portant 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 consid-
eration 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 im-
provements made hereunder, shall, on any such default cease and determine and become for-
feited,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 re-
move 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 afore-

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said, 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 dated.

This contract of sale made subject to the approval of the District Court of Madison County, Iowa. Witness our hands, the day and year above written.

L.L. Blomgren - Referee
For Sam Rogers, Agent
for Lyle S. Smith and Mary O. Smith

STATE OF IOWA, Madison COUNTY, ss.

BE IT REMEMBERED, That on this 1st day of November A.D. 1937, before me Charles D. Van Warden a Notary Public in and for Madison County, Iowa, personally appeared L.L. Blomgren, Referee, Lyle S. Smith, Mary O. Smith 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
No Seal

Notary Public in and for Madison County, Iowa.