

Notary Public in and for Madison County, Iowa.

Harry Kessler

#2748

Filed for record the 31 day of
May A.D.1938 at 9:20 o'clock A.M.

To

Fee \$.90

Valda C. Bishop Farver, Recorder
Pearl E. Shetterly, Deputy

Theo and Mary A. Post

LAND CONTRACT

THIS AGREEMENT, Made this 31st day of December A.D.1936 between Harry Kessler of the County of Union and State of Iowa party of the first part, and Theo Post and Mary A.Post (Husband and wife) 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 Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section fourteen (14) and the East seven and one-half ($7\frac{1}{2}$) acres of the North ten (10) acres of the Northeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section twenty-three (23) all in Township seventy-four (74) Range twenty-seven (27) Madison County, Iowa.

for the sum of Fourteen Hundred twenty-five 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 Fourteen Hundred twenty-five and no/100 DOLLARS, and to pay said sum therefore to first party, his heirs or assigns, as follows:

Twenty-five and no/100 dollars, on the execution of this agreement, and the balance of Fourteen hundred and no/100 dollars as follows, to-wit: \$100.00 July 1st. 1938 and \$100.00 on the first day of each July there after untill 1947 when a payment of \$500.00 then due shall be made making the total payments carried on said land \$1400.00. First party has the right to dispose of not to exceed 25 acres of timber on said farm at not less than \$20.00 per acre unless a different price is agreed to by first and second parties. If wood is disposed of the same is to be applied on this contract as part of the purchase price. First party to furnish Abstract and Deed when contract is complied with. Second party is to build during the spring and summer of 1937 a house upon the said land of at least four rooms and to put down a well and to set out 200 peach trees and 1000 strawberries. First party to pay taxes that are due January 1st. 1937 being the taxes for 1936 and second party to pay all taxes thereafter. Possession to be given March 1st. 1937, with interest from date possession is given, at the rate of Six per cent per annum, payable semi-annually 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 con-

tracted, showing good merchantable title clear of all taxes or liens of every character save only a loan on said property for \$..... There is a loan on said land for \$300.00 which will be taken care of and paid off by first party. 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 his 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 & Son, 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 \$300.00 dollars, which sum may be recovered by an action hereon, with all attorneys fees and costs incident thereto as damages for the loss, expense, 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.

First party to furnish \$75.00 when needed for weather boarding, roof, windows and doors.

Harry Kessler

Theo Post
Mary A. Post.

STATE OF IOWA) ss
Madison County,)

On this 31st day of December A.D. 1936, before me personally appeared Theo Post and Mary A. Post (Husband and wife) Harry Kessler to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed, for the purpose therein specified.

(Notarial Seal)

Rec on this Contract \$225.00 Nov 1. 1936  S.H. Hamilton
Notary Public in and for said County.

#2773

Filed for record the 31 day of
Nov 1 A.D. 1938 at 3:40 o'clock