

Miscellaneous Record, No. 22, Madison County, Iowa

Notary Public within and for Madison County, Iowa.

Fred H. & Mrs. Fred H. Waldron

#2784

Filed for record the 1 day of
June A.D.1938 at 1:48 o'clock P.M.To
The Public

Fee \$.90

Valda G. Bishop Farver, Recorder

AFFIDAVIT AND COPY OF AGREEMENT

STATE OF IOWA :
: SS
MADISON COUNTY :

We, Fred H. Waldron and Mrs. Fred H. Waldron, being husband and wife, both residents of Madison County, Iowa, do on our oath depose and say:-

That during the month of December, 1932, we entered into a written agreement with Netta Gardner Neighbor whereby, for the consideration of the sum of Nine Hundred & no/100 (\$900.00) Dollars, we purchased from the said Netta Gardner Neighbor the following described real estate belonging to the estate of George Gardner, to-wit:

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Lot Five (5) in Block Nine (9) of Pitzer & Knight's Addition to the City of Winterset, Madison County, Iowa.

That said contract was duly executed by the said Netta Gardner Neighbor and these affiants, and since that time these affiants have paid more than 50% of the purchase price of said ^{estate} real

That possession of said premises was given to these affiants in December, 1932, and they have been in possession thereof ever since that date.

These affiants further state that the original Contract has been lost, and that the said Netta Gardner Neighbor reports that she does not have said Contract in her possession, and these affiants never did have a copy of said contract.

That the said Affiants are now occupying said property as their home.

A copy of the agreement which these affiants entered into with the said Netta Gardner Neighbor is hereby attached marked Exhibit "A" and made a part of this Affidavit.

That this Affidavit is made for the reason that said original copy of said Contract has been lost. All of which is true as we verily believe.

Mrs. Fred H. Waldron
Fred H. Waldron

Subscribed and sworn to before me and in my presence by the said Fred H. Waldron and Mrs. Fred H. Waldron this 1st day of June, A.D. 1938.

No Seal

R.O. Brook
County Auditor IN AND FOR MADISON COUNTY, IOWA.

C O P Y A G R E E M E N T

THIS ARTICLE OF AGREEMENT made and entered into by and between NETTA GARDNER NEIGHBOR of Cerro Gordo County, State of Iowa, Party of the First Part and FRED H. WALDRON and MRS. FRED H. WALDRON of Madison County, Iowa, Parties of the Second Part, WITNESSETH:-

That the Party of the First Part for and in consideration of the sum of Nine Hundred (\$900.00) Dollars does hereby agree to sell to the Parties of the Second Part the following described real estate, situated in the County of Madison and State of Iowa, to-wit:-

Lot Five (5) in Block Nine (9) of Pitzer & Knight's Addition to the City of Winterset, Madison County, Iowa, and,

the said Parties of the Second Part hereby agree to purchase said real estate and pay therefor the sum of Nine Hundred (\$900.00) Dollars in the manner following, to-wit:-

\$..... upon the execution of this Contract, and, the sum of Ten (\$10.00) Dollars per month, commencing on the day of December A.D. 1932 and on the 1st day of each and every month thereafter until the entire amount of the purchase price is paid. All deferred payments to draw interest at the rate of Six (6) per cent per annum.

The said Second Parties further agree to keep the said place in good condition and repair, pay all taxes and assessments, including any special assessments for city improvements and any and all other charges that shall be levied against the said real estate.

The said Second Parties further agree to keep the buildings on said premises insured against fire, lightning, windstorm, etc., in some reliable insurance company, in favor of the first Party. First Party to collect the said insurance in case of a loss on any of the buildings.

Exhibit "A"

It is understood by and between the parties hereto that the time of payment as herein stipulated is the essence and important part of this Contract and if the second parties should fail to make said payments promptly as herein stipulated and fail to comply with any of the conditions of this Contract then and in that event they shall forfeit all of their rights hereunder and the First Party in said event is authorized to declare a forfeiture of this contract as provided by law and to resume possession of the said premises.

It is understood and agreed by and between the parties hereto that possession of the said premises is to be given the Second Parties on December A.D. 1932, and that when the final installment is paid, including all interest, by the Second Parties to the First Party under the

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terms of this contract then said First Party will convey the said premises to the said Second Parties by a good and sufficient Warranty Deed and deliver to the said Second Parties an Abstract of Title showing good, merchantable title in her.

(s) Netta Gardner Neighbor
PARTY OF THE FIRST PART

(s) Fred H. Waldron
(s) Mrs. Fred H. Waldron.
PARTIES OF THE SECOND PART

Exhibit "A"