

executed same as their free act and deed.

No seal

Arthur L. Janss
Notary Public, in and for Warren County, Iowa, with
certificate filed in Madison County, Iowa.
My Commission expires:
July 4th, 1939

Lucille P. Nystrom
To
Phillip F. Powers

#2964

Fee \$.90 ✓

Filed for record the 11 day of
June A.D. 1938 at 8:00 o'clock
A.M.
Valda C. Bishop Farver, Recorder
Pearl E. Shetterly, Deputy

LAND CONTRACT

THIS AGREEMENT Made this 3rd day of February, 1938, A.D. 19.. between Lucile P. Nystrom
(Lucile Johnson) of the County of Boone and State of Iowa party of the first part, and Phillip
F. Powers 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:

E $\frac{1}{2}$ of Lot One of Hutchings Addition to the Original town of Winterset,
Madison Co. Iowa; and the N. 102 feet and 4 inches of Lot Nine of the sub-
division of the NE part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. One, in Township 75,
North Range 28, West of the 5th P.M. Iowa.

Possession to be given on March 1st, 1938

for the sum of Six Hundred Fifty 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 Six Hundred Fifty No/100 DOLLARS, and to pay said sum therefore to first party,
his heirs or assigns, as follows: Fifty No/100 dollars, on the execution of this agree-
ment, and the balance of Six Hundred No/100 Dollars as follows, to-wit:

\$25. cash on Feb 21st, 1938; and \$15. on April 1st, 1938, and \$15. cash
on each month thereafter, until the full consideration is paid; option
granted to pay total purchase at any time; when said purchase price shall have
been paid in full, first party agrees to deliver second party, a warranty deed
of conveyance, and an abstract showing said real estate to be clear of all
liens whatsoever. Whenever second party shall have said purchase price reduced
down to at least one-half, they then agree to try and arrange a loan, for said
unpaid balance, and pay first party the unpaid balance, under this contract.

with interest from date possession is given, at the rate of 5 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 his objections, if any, and that then
first party shall have such reasonable time thereafter as is necessary, taking into con-
sideration 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 him
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 his part hereby made and entered into, this contract shall be forfeited and determined,
and second party shall forfeit all payments made by him 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

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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

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 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.

RECORDED

Lucille P. Nystrom (Lucille Johnson)

Phillip F.Powers

Witnessed the 13 day of