

E.E.Newton

#349

Filed for record the 19 day of  
January A.D.1938 at 10:48 o'clock  
A.M.

To

Fee \$ 1.10

H.N.Boden

Valda C. Bishop, Recorder

LAND CONTRACT

THIS AGREEMENT Made this 14th of October A.D.1937, between E.E.Newton of the County of Cooke, State of Illinois, party of the first part, and H.N.Boden of the County of Madison and State of Iowa, party of the second part, as follows:

First party agrees to sell to 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:

Lot Six (6) in Block Two (2) and Lot Eight (8) in Block One (1)  
of Kale's Addition to the town of Truro, Madison County, Iowa;

for the sum of Thirteen Hundred and no/100 (\$1300.00) Dollars, payable as hereinafter mentioned. And the said second party, in consideration of the premises hereby agrees to and with first party to purchase all his right, title and interest in and to the real estate above described for the sum of Thirteen Hundred and no/100 (\$1300.00) Dollars, and to pay said sum therefor to first party, his heirs or assigns, as follows; Two Hundred, Sixty (\$260) Dollars on the execution of this agreement, and the balance of One Thousand, Forty (\$1040) Dollars as follows, to-wit: Fifteen (\$15) Dollars on the first day of November, 1937, at which time party of the first part agrees to give party of the second part possession of said premises, and Fifteen (\$15) Dollars on the first day of each month thereafter until November 1, 1938, at which time party of the second part is to pay Twenty (\$20) Dollars and Twenty (\$20) Dollars on the first day of each month thereafter until said sum of One Thousand, Forty (\$1040) Dollars has been fully paid. When party of the second part has paid to party of the first part the sum of Six Hundred Fifty (\$650) Dollars on this contract, then party of the first part agrees to give party of the second part a warranty deed to the above described premises and party of the second part shall give party of the first

part a mortgage on said premises for the unpaid balance of the purchase price of said premises as set out by the terms of this contract.

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 consideration, 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 party of the second part 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 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 W.D.Kale, at Truro, Iowa.

Said parties further agree, that if either party makes default in, 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 Five Hundred (\$500) Dollars, which sum may be recovered by any action hereon, with all attorney's 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.

E.E.Newton  
H.N.Boden

STATE OF IOWA  
) SS.  
MADISON COUNTY

On this 14th day of October A.D.1937, before me personally appeared H.N.Boden to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed, for the purposes therein specified.

(Notarial Seal)

Charles D. Van Werden  
Notary Public in and for Madison County, Iowa.

STATE OF ILLINOIS  
) SS  
COOK COUNTY

On this .... day of October A.D.1937, before me personally appeared E.E.Newton to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed, for the purposes therein specified.

NOTARIAL  
SEAL

Wm. Archbold  
Notary Public in and for Cook County, Illinois.