

therein described, and

E.E.Kale

#403

Filed for record the 21 day of
January A.D.1938 at 10:55 o'clock
A.M.
Valda C. Bishop, RecorderTo
L.F.Freeman

Fee \$.80

LAND CONTRACT

THIS AGREEMENT Made this 25th day of January A.D. 1937 between E.E.Kale of the County of Madison and State of Iowa party of the first part, and Lester Freeman 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:

Lot Twelve (12) Block One (1) Kale's Addition to Town of Truro, Iowa for the sum of Fourteen Hundred (\$1400.00) 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 (\$1400.00) Dollars and to pay said sum therefore to first party, his heirs or assigns, as follows: Ten Dollars plus one Months Interest on Principal dollars, on March 10th, 1937, and the balance of Thirteen Hundred Ninety Dollars (\$1390.00) Dollars as follows, to-wit: Ten Dollars plus months interest on balance of principal on April 10th and Ten Dollars plus months Interest on balance of Principal on the 10th day of each month thereafter. Interest is to be 5% per annum and paid in monthly payments as stated above. Second party agrees to pay all taxes as they become due, to insure dwelling in amounts to exceed balance of principal as due. Possession to be had March 1st, 1937. with interest from date possession is given, at the rate of five 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.

MATT PARROTT & SONS CO., WATERLOO, IOWA C34724

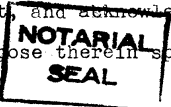
Second party may retain out of the purchase price a reasonable sum of money sufficient to protect him against any default that first party might make relative to said abstract, but second party agrees to pay the balance of the purchase price in the manner stated in this contract. And it is agreed that 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 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.

Social Security Act
ACCT No [REDACTED]
STATE OF IOWA)
Madison County) ss. E.E.Kale
L.E.Freeman

On this 10 day of Feb. A.D. 1937 before me personally appeared W.E.Kale and Hester Freeman 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.



C.C.Kale
Notary Public in and for said County.

Payment	Interest	Date		Payment	Interest	Date
\$10.00	\$5.83	3-11-37	By wood	10:00	5:59	9-10-37
10:00	5:78	4-9-37		10:00	5:55	10-18-37
10:00	5:75	5-10-37		10:00	5:51	11-12-37
10:00	5:71	6-10-37		10:00	5:47	12-9-37
10:00	5:67	7-10-37		10:00	5:43	1-8-38
10:00	5:63	8-9-37		30.00	Pd on contract	1-20-38

6-7-40