

Union Central Life Ins. Co.

#484

Filed for record one day before  
January A.D. 1938 at 3:00 o'clock  
P.M.  
Valda C. Bishop, Recorder

To

Fee \$1.10 ✓

Herman J. Miller

## COPY - AGREEMENT TO PURCHASE

To THE UNION CENTRAL LIFE INSURANCE COMPANY, Cincinnati, Ohio,

I Herman J. Miller, single #.Dexter, Iowa hereby agree to purchase the property known as  
 Name Address  
 Number 12,099 Name J.F. Wadell Description: The NE  $\frac{1}{4}$  and NW  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Sec 26, Twp 74, Rge. 28. Possession to be given March 1st, 1936. Option granted purchaser to pay any additional amount on principal at any time. containing 200 acres more or less, subject to any restrictions of record, all leases, rent contracts, contracts with The Agricultural Adjustment Administration of the United States Department of Agriculture, and any other Government agency, affecting this property, existing tenancies, or rights of parties in possession, rights of redemption under foreclosure, rights of way, option to purchase, if any, and easements of every character, if any, for public roads or other purposes, now existing on, over, under or across said land. The right of possession to be given as soon as secured by the Company. Located in County of Madison, State of Iowa, at and for the sum of Eleven Thousand Five Hundred No/ 00 Dollars upon the following terms, viz: Fifty No/00 cash, receipt of which is hereby acknowledged, remainder of purchase money to be paid as follows: \$1100. cash on June 1st, 1936, which payment is secured by chattel mortgage on 70 head of hogs. 2% principal payments on March 1st, 1937, and on each March 1 thereafter, up to and including March 1st, 1941. 3% principal payment on March 1st, 1942 and on each March 1st, thereafter up to and including March 1st, 1946. 4% principal payment on March 1st 1947 and on each March 1st, thereafter up to and including March 1st, 1951, 5% principal payment on March 1st 1952 and on each March 1st, thereafter up to and including March 1st, 1955, remaining unpaid balance due on March 1st, 1956. Purchaser to have deed to above land when 10% has been paid, also merchantable title. with interest at 5% from March 1st, 1936 payable on March 1st, 1937 and March 1st, of each year commencing March 1st, 1937.

By Deed..X..... (Indicate which) By Contract .....  
 To Herman J. Miller.

The forms of the note and mortgage, or contract, to be executed to complete this sale shall be those taken and used by you in the state in which the premises herein<sup>described</sup> are situated. The expense of recording said deed and mortgage, the cost of the continuation of the abstract of title to show the record of said deed and mortgage or title insurance which ever

MATT PARROTT &amp; SONS CO., WATERLOO, IOWA C34774

may be required and the costs of registration or tax upon the mortgage shall be paid by me.

Rentals for the year 1935 to be paid to Union Central Life Insurance Co, I agree to assume and pay the general taxes commencing with the year 1936 and all other taxes and/or special assessments now levied or a lien or which hereafter may be assessed, levied, or become a lien, against said premises, or special assessments pertaining to water, ditch or drainage rights attached thereto or used thereon.

From the date of the acceptance of this agreement, I agree to assume full responsibility for the maintenance and upkeep of said premises, buildings and improvements, to keep said buildings insured in your favor in an Insurance Company approved by you and in an amount approved by you against fire, lightning and windstorm, and to deliver the policies to you. I hereby waive all rights to participate in the payment of any loss arising under said policies to the extent of the unpaid balance on said purchase price.

I agree to complete the purchase of the within described property by making the cash payment required and executing such papers as may be necessary within thirty days from the date of the acceptance of this offer, time being the essence of this agreement.

It is understood that any deed issued by you shall be with warranty only as against your own acts and shall be delivered at A.L. Janss, Indianola, Iowa in Indianola, Iowa as soon after the time fixed for its issue as the title is shown to be marketable. However, it is understood that if the title as tendered is not acceptable you may either meet the title requirements or refund the earnest money and cancel this agreement without any liability on your part.

This offer shall remain open for acceptance for a period of thirty days from this date, and if accepted, the cash payment accompanying this offer is to apply as part of the purchase price, and if refused same is to be refunded. After acceptance by you, should I fail, neglect or refuse to comply with the terms herein or to complete the purchase of the real estate herein mentioned as provided herein, said amount shall be held by you as liquidated damages, or at your option, you may apply such amounts as part payment of said purchase price and enforce the fulfillment of the contract to purchase.

No agreements, verbal understandings or promises of any kind other than contained in this agreement will be recognized. Executed in triplicate this 26th day of February 1936.

Witness:  
Chas E. Tucker  
Alf D. Danforth

Herman J. Miller

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The Union Central Life Insurance Company of Cincinnati, Ohio, owner of said property, hereby accepts the above offer this 29th day of February 1936, and agrees, promises and binds itself to fully comply with same according to the terms and conditions thereof, The right of possession will be given as soon as secured by the Company.

Herman J. Miller.

THE UNION CENTRAL LIFE INSURANCE COMPANY  
By W.C. Dunkhorst  
W.C. Dunkhorst, Ass't Treas.

COMPARED