

## Mortgage Record, No. 90, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7640

John D. Callison Sole Referee

To

Roy Crow

#5196 ✓

Fee \$ 1.10

Filed for record the 5 day of  
November A.D. 1938 at 3:08 o'clock  
P.M.  
Valda C. Bishop Farver, Recorder  
Pearl E. Shetterly, Deputy

LAND CONTRACT (With Assignment)

THIS AGREEMENT: Made this 12th day of February, 1938 between John D. Callison, Sole Referee in Partition Action No. 16441, entitled "Blanche Camerson, plaintiff, vs. Rena Beamer, et al., defendants," of the County of Madison and State of Iowa, party of the first part, and Roy Crow of the County of Madison and State of Iowa, party of the second part as follows:

The party of the first part hereby agrees to sell to the party of the second part, on the performance of the agreements of the party of the second part, 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:

North Half of the Southeast Quarter of Section Sixteen (16) Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th I.M., Madison County, Iowa.

for the sum of Thirty-two Hundred and no/100 DOLLARS, payable as hereinafter mentioned. And the said party of the second part, in consideration of the premises hereby agrees to and with the party of the first part, to purchase all his right, title and interest in and to the real estate above described for the sum of Thirty-two Hundred and no/100 DOLLARS and to pay said sum therefor to the party of the first part, his heirs, or assigns as follows: Five Hundred and no/100 Dollars, on the execution of this agreement, and the balance of Twenty-seven Hundred and no/100 DOLLARS, as follows, to-wit: on or before March 1, 1938, upon delivery by first party of abstract of title showing merchantable, marketable title together with Referee's Deed. with interest from time first party offers or attempts to deliver to second party abstract of title showing (merchantable, marketable title with Referee's Deed, at the rate of five per cent per annum on all such sums as shall remain unpaid, payable annually till all is paid.

And the party of the second part shall also annually pay all taxes and assessments that may accrue on said property as they become due or before they become delinquent, and including the tax for the year 1938, due and payable in the year 1939.

And it is expressly agreed by and between the parties hereto that the time and times of payment of said sums of money, interest and taxes as aforesaid is the essence and important part of the contract; and that if any default is made in any of the payments or agreements above mentioned, to be performed by the party of the second part in consideration of the damage, injury and expense thereby resulting, or that may be incurred by or to the party of the first part thereby, the party of the second part shall have no claim in law or equity against the party of the first part, nor to the above mentioned real estate, nor any part thereof; and any claim, or interest, or right, the party of the second part may have had

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hereunder up to that time by reason hereof, or of any payments and improvements made hereunder, shall, on any such default cease and determine and become forfeited, without any declaration of forfeiture, re-entry, or any act of the party of the first part. And if the party of the second part, or any other person or persons, shall be in the possession of said real estate, or any part thereof, he or they will peacefully remove therefrom, or in default thereof, he or they may be treated as tenants holding over unlawfully after the expiration of a lease, and may be ousted and removed as such. But if such sums of money, interest and taxes are paid as aforesaid, promptly at the time aforesaid, the party of the first part will, on receiving said money and interest, execute and deliver, at his own cost and expense, a Warranty Deed of said premises as above agreed and the Abstract of Title continued up to this date. This contract made subject to the approval of the District Court of Madison County, Iowa. Possession of said premises herein described to be given to first party on March 1, 1938.

WITNESS our hands, the day and year above written.

John D. Callison  
Sole Referee in Case 16441 entitled "Blanche Cameron plaintiff  
vs. Rena Beamer, et al. defendants", First Party.  
Roy Crow Second Party

STATE OF IOWA, Madison County, ss.

BE IT REMEMBERED, That on this 12th day of February A.D. 1938, before me a Notary Public in and for Madison County, Iowa, personally appeared John D. Callison and Roy Crow to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

(No Seal)

.....  
Notary Public in and for Madison County, Iowa.

ASSIGNMENT

I, Roy Crow, of Madison County, Iowa, the Vendee in the foregoing Contract of Sale, for valuable consideration, hereby sell, assign, set over and transfer to H. U. Garrett, of St. Charles, Madison County, Iowa, all my right, title and interest in and to the foregoing Contract, reserving only to myself the right to the possession of said premises until February 28th, 1939; and the said Lulu Crow, the wife of the said Roy Crow, joins herein for the purpose of conveying all her rights of dower and homestead in the property described in said Contract; and we hereby authorize and direct the said John D. Callison, Referee named in said Contract, to make conveyance of said premises to H. U. Garrett or his assigns.

Roy Crow  
Lulu Crow

STATE OF IOWA            )  
MADISON COUNTY        ) :ss:

BE IT REMEMBERED, That on this 19th day of October, A.D., 1938, before me, the undersigned, a Notary Public in and for Madison County, Iowa, personally appeared Roy Crow and wife, Lulu Crow, to me known to be the persons named in and who executed the above Assignment and acknowledged that they executed the same as their voluntary act and deed for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the date last  
above written at Winterset, Iowa.

NOTARIAL  
SEAL

Daniel J. Gallery  
Notary Public in and for Madison County, Iowa.