

Mortgage Record, No. 90, Madison County, Iowa

H. WELCH BROS. CO., DES MOINES 7640

Donna L. Norton

#5223

Filed for record the 9 day of
November A.D. 1938 at 8:00 o'clock
A.M.To
Mary Ethel Stallsworth

Fee \$1.00

Valda C. Bishop Farver, Recorder

C O N T R A C T

THIS AGREEMENT, Made in duplicate this 25th day of October A.D. 1938 between Donna L. Norton,
unmarried of the County of and State of Iowa, part_ of the first part, and Mary
Ethel Stallsworth of the County of Madison and State of Iowa, part_ of the second part,

WITNESSETH: The party of the first part hereby agrees to sell to the party of the second
part, upon the performance of the agreements of the party of the second part, as hereinafter
mentioned, the real estate situated in the County of Madison and State of Iowa, described as
follows, to-wit:

Lot Fourteen (14) in Block Ten (10) of the original town of West St. Charles
(Now called Hanley), Madison County, Iowa.

And the North Five (5) Acres of the Northeast Quarter ($\frac{1}{4}$) of the Southwest
Quarter of the Northeast Quarter of Section Twenty-two (22) in Township Seventy-five
(75) North, of Range Twenty-six (26), West of the Fifth 1.M., Madison County, Iowa.

for the sum of Twelve Hundred & No/100 Dollars, payable as hereinafter mentioned. And the
party of the second part, in consideration of the premises, hereby agrees to and with the
party of the first part to purchase said real estate for the sum of Twelve Hundred & No/100
Dollars, and to pay said sum therefor to the party of the first part her heirs or assigns.
at her residence, as follows: Four Hundred & No/100 Dollars, on the execution of this agree-
ment, and the balance of Eight Hundred & No/100 Dollars, shall be paid as follows, to-wit:
Four Hundred Fifty (\$450.00) Dollars on the 1st day of February 1939 at which time party of
the second part is to have possession, And the balance of Three Hundred Fifty (\$350.00)
Dollars shall be paid as follows: Fifty (\$50.00) Dollars on February 1st, 1940 and Fifty
(\$50.00) Dollars on the 1st day of each February there after until the sum of Three Hundred
Fifty (\$350.00) shall have been paid. Insurance is to be kept in force by second party to
the sum of \$1000. It shall be the duty of the 2nd party to make any repairs needed to the
property. The Insurance to be made payable to the 1st party as her interest may appear,
and policies to be held by first party. Interest on balance of \$350, at the rate of 5% per
annum, payable annually.

The party of the second part shall also pay all taxes and assessments, both general
and special, that may be levied upon said property after the date of this contract before
they become delinquent, beginning with the 1938 tax for the year 1939.

And it is agreed between the parties 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, the party of
the first part may at her option either declare the entire remainder of the purchase money
due and collectible at once, or she may declare this agreement forfeited by reason of such
default and at once retake possession of said real estate; and in the event of such forfeit-
ure all payments theretofore made by the second party shall be retained by the first party,
and all such payments shall be deemed as having been made in consideration of the advantages

For Quit Claim Deed see Deed Record 72-634

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secured to second party under this agreement; and this condition is declared to be an essential element of this contract. The failure of the first party to declare such forfeiture upon any such default shall not estop her from so doing at any time thereafter in case such default should continue, or upon the occurrence of any subsequent default. And in case the rights of the second party under this agreement shall be declared forfeited as aforesaid, second party or any other persons who may be in possession of said real estate will peaceably remove therefrom, or in default thereof, second party or any other persons who may be in possession of said real estate may be treated as tenants holding over unlawfully after the expiration of a lease and may be ousted and removed as such. But the aforesaid option shall not be exercised by first party unless she shall have served a written notice upon second party of her intention to exercise said option at least thirty days before said option is exercised, as provided by statute.

But if said sums of money, interest and taxes are paid as aforesaid, and if second party has performed all the agreements by she agreed to be performed, the party of the first part will execute and deliver at her own cost and expense a warranty deed for said premises as above agreed. In the event this contract is placed in the hands of an Attorney to enforce the failure on the part of second party to perform any of the conditions thereof. then the reasonable Attorney's fee of first party shall be paid by second party, such fee to be due and payable when second party performs such condition.

Witness our hands, the day and year above written.

Donna L. Norton

Mary Ethel Stallsworth

STATE OF IOWA, Madison County, ss.

On this 25th day of October A.D.1938, before me, Geo.D.Smith, a Notary Public in and for Madison County, Iowa, personally appeared Mary Ethel Stallsworth to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

(No Seal)

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

State of Iowa, Scott County, ss

On this 27th day of October A.D.1938, before me, Frances E.Plath, a Notary Public in and for Scott County, Iowa, personally appeared Donna L.Norton, unmarried, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

SEAL

Frances E.Plath
Notary Public in and for Scott County, Iowa.

Notary Recorder