

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

Mary E. Kinne

#5253

Filed for record the 9 day of  
November A.D. 1938 at 3:25 o'clock  
P.M.  
Valda C. Bishop Farver, Recorder  
Pearl E. Shetterly, Deputy

To

Fee \$ .70

Charles Bricker &amp; Wife

LAND CONTRACT

THIS AGREEMENT, Made and entered into on this the ..... day of October, 1938, by and between Mary E. Kinne, widow of the county of Polk in the state of Iowa party of the first part, and Charles Bricker and Mabel B. Bricker, his wife of the county of Madison in the state of Iowa party of the second part. WITNESSETH:

That in consideration of stipulations herein contained, and the payments to be made as herein specified, the said party of the first part hereby agrees to sell to the party of the second part, real estate situated in the county of Madison in the State of Iowa and described as follows, to-wit:

The West half of the South West quarter and the South West quarter of the North West quarter both in Section Twenty-four; also the South half of the South East quarter and the North East quarter of the South East quarter of Section Twenty-three, and a right of way twenty feet wide off the North side of the South East quarter of the South West quarter of said Section Twenty-three, all of said lands being in Township Seventy-seven North, Range Twenty-eight West of the 5th P.M.

It is understood that the first party is making this contract as the sole heir at law of George W. Abrams, deceased, intestate, unmarried and without issue. The first party warrants that she is such heir and that no other persons have any interest in said land and first party further warrants that she will cause the estate of said George W. Abrams to be fully administered and settled and all claims and expenses paid and will convey said land free of all claims which might arise out of said estate. for the sum of Seventy-two hundred Dollars, which the said first party hereby acknowledges the receipt of One Thousand Dollars, The unpaid portion of said consideration in the amount of Sixty-two hundred Dollars, shall be paid by second party in the manner following: Sixty-two hundred dollars on December 1, 1939 or as soon thereafter as the first party shall have complied with all her agreements herein. Said sum shall draw interest at five per cent per annum from March 1, 1939. Second party will pay rent to March 1, 1939 and first party will pay tax of 1938 It is understood that first party will not be required to furnish an abstract for the 20 foot right of way.

All improvements placed upon said premises shall remain thereon until final payment has been made for said land. Second party shall pay all taxes and assessments levied upon said real estate before same becomes delinquent; shall keep all buildings and other improvements in good repair and shall keep the said buildings constantly insured for not less than Twenty-six hundred fifty Dollars for benefit of first party, in some good reliable insurance company, to be approved by him and shall make the payments aforesaid and each of them punctually upon the strict terms and times above limited time being the essence of this contract.

Should second party fail to pay said taxes and assessments on or before the time same become delinquent, or to keep said buildings insured as above provided, or to make the payments aforesaid, or any of them punctually upon the strict terms and times above limited, time being the essence of this contract, or if the second party shall fail to fulfill,

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

perform and complete all and each of his agreements and stipulations aforesaid, strictly and literally without any failure or default, then this contract, at the option of the first party may be declared void and all rights or interest hereby created or then existing in favor of second party or derived from him shall utterly cease and determine, and the premises hereby contracted shall revert to and revest in said party of the first part (without declaration of forfeiture or act of reentry or any act by said first party to be performed) as absolutely, fully and perfectly as if this agreement had never been made and all payments made by second party and all buildings and other improvements placed on said premises shall be absolutely forfeited to the said party of the first part, as stipulated damages for the failure by the said party of the second party to perform this contract on his part. No assignment of this contract or conveyance or transfer of any interest in said premises shall be valid unless the same shall be approved in writing by the party of the first part.

When said payments including taxes and insurance premiums have been fully paid, second party, upon surrender of this contract, will be entitled to a warranty deed, containing the usual covenants, with an abstract of title showing good title of record and in fact to date of transfer. Deed and abstract subject only to liens and incumbrances created by or on account of the party of the second part. In witness whereof, the parties hereunto set their hands, the day and year first above written.

Mary E. Minne  
Charles Bricker  
Mabel E. Bricker

STATE OF IOWA MADISON COUNTY, ss.

On this 2nd day of November A.D., 1938 before me, a Notary Public, in and for said county, personally came Charles Bricker and Mabel E. Bricker to me personally known to be the identical person whose names subscribed to the foregoing instrument and acknowledged the execution of the same to be their free and voluntary act, for the use and purpose therein set forth.

**NOTARIAL  
SEAL**

Under my hand and Notarial Seal, this 2nd day of November 1938.

Ralph B. Hunter  
Notary Public, in and for said County and State.