

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

It is further agreed that the provisions of this mortgage shall run with the

C.S.Gardner

#5848

Filed for record the 12 day of  
December A.D.1938 at 1:20 o'clock  
P.M.

To

Fee \$1.00 ✓

Valda C. Bishop Farver, Recorder  
Pearl E. Shetterly, Deputy

Leo F. Wiedman &amp; Wife.

LAND CONTRACT

(Copy)

THIS AGREEMENT Made this 24th day of September, A.D.1938 between C.S.Gardner and wife  
..... Gardner, of the County of Madison and State of Iowa, party of the first part, and  
Leo F.Wiedman and wife, Lela Wiedman 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:

South Half of Lots 5 and 6 in Block 16 of Laughridge & Cassiday's Add. to Winterset,  
Iowa.

Possession to be given second parties not later than Nov. 1, 1938. Deed to be executed by  
first parties on execution hereof and placed in hands of Security Loan & Abstract Co.,  
Winterset, Iowa, to be delivered to second party on final payment as hereinafter provided  
for the sum of Five hundred Fifty and no/100 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 Five hundred Fifty and no/100 DOLLARS and to pay said sum therefore to first  
party, his heirs or assigns, as follows: One hundred and no/100 dollars, on the execution  
of this agreement, and the balance of Four hundred Fifty and no/100 dollars as follows, to-  
wit: \$10 or more on Nov. 1, 1938 and not less than \$10 per month thereafter the understand-  
ing being that second party is to pay not less than \$150 during the year ending Nov. 1,  
1939, and each 12 months period thereafter, and on the first of each month commencing  
Dec. 1, 1938 when principal payment is paid second party is to also pay 5% interest on the  
remaining balance unpaid, so that interest is paid monthly on the monthly balance. Second  
party may pay all or any part of said \$450 at any time and when same is fully paid with  
interest First party is to deliver to second party general warranty deed and abstract con-

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

veying said premises free of all lines and encumbrances to this date including payment of 1938 taxes payable in 1938. Second party to pay 1938 taxes and all subsequent taxes and if second party fails to pay the above payments and interest promptly when due, and taxes and insurance premiums then first party may immediately declare this contract forfeited without notice and shall be entitled to immediate possession and all payments made hereon or repairs or additions made shall with interest from date possession is given, at the rate of ..... 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. First party agrees to furnish abstract of title to the premises contracted, showing good merchantable title clear of all taxes or liens of every character save only a loan on said property for \$.... to be forfeited to first party as liquidated damages and for use of said property which loan second party is to assume payment of in the deed to be made hereinunder with all interest thereon after March 1st, 19.., to which time first party agrees to pay the same, and when first party tenders all of his objections, if any, and that then first party shall have such reasonable time thereafter as is necessary, taking into consideration the nature and kind of objections made, to remedy and remove the same after which second party will accept said abstract without further objections; 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 Office of Security Loan & Abstract Co., Winterset, Iowa. 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 One hundred and no/100 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.

~~CONFIDENTIAL~~

C.S.Gardner

Leo F. Wiedman  
Lela Wiedman