

Mortgage Record, No. 90, Madison County, Iowa

T.J.Hartfield, Guardian

#6644

Filed for record the 31 day of
December A.D. 1938 at 8:45
o'clock A.M.

To

Fee \$.60 ✓

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

M.A. & Mrs. M.A. Allen

A G R E E M E N T

THIS AGREEMENT made and entered into this 7th day of June 1938, by and between T.J.
Hartfield, as Guardian of Annie McMichael, Insane, of the County of Madison and State of

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

Iowa, Party of the First Part, and Millard Allen and Amanda Allen, husband and wife, of the County of Madison and State of Iowa, Party of the Second Part, WITNESSETH:-

That for and in consideration of the sum of Nine Hundred (\$900.00) Dollars, payable as hereinafter stipulated, to the Party of the First Part, the said Party of the First Part hereby agrees to and with the Parties of the Second Part to sell to the Parties of the Second

Part the following described real estate situated in Madison County, Iowa, to-wit:-

Lot Eight (8) in Block Thirteen (13) of Laughridge & Cassiday's Addition to the City of Winterset, Iowa.

And the parties of the Second Part hereby agree to purchase the said real estate, and pay therefor the sum of Nine Hundred (\$900.00) Dollars, in the manner following, to-wit:-

Two Hundred Fifty (\$250.00) Dollars upon the execution of this agreement, receipt of which is hereby acknowledged, and the balance of said purchase price, the sum of \$650.00, is to be paid as follows:-

\$25.00 on the 1st day of October, 1938, \$25.00 on the 1st day of January 1939, \$25.00 on the 1st day of April 1939, \$25.00 on the 1st day of July 1939, \$25.00 on the 1st day of October, 1939, \$25.00 on the 1st day of January 1940, \$25.00 on the 1st day of October 1940, \$25.00 on the 1st day of January 1941, \$25.00 on the 1st day of April 1941, \$25.00 on the 1st day of July 1941, \$25.00 on the 1st day of October 1941, \$25.00 on the 1st day of January 1942, \$25.00 on the 1st day of April 1942, \$25.00 on the 1st day of July 1942, \$25.00 on the 1st day of October 1942, \$25.00 on the 1st day of January 1943, \$25.00 on the 1st day of April 1943, \$25.00 on the 1st day of July 1943, \$25.00 on October 1st, 1943, \$25.00 on the 1st day of January 1944, \$25.00 on the 1st day of April 1944, \$25.00 on the 1st day of July 1944, \$25.00 on the 1st day of October 1944, \$25.00 on the 1st day of January 1945 and \$25.00 on April 1st, 1945 and \$25.00 on July 1st, 1945. Deferred payments to draw interest at the rate of Six (6%) per cent per annum. Option to pay all or any part of purchase price at the time of quarterly payment.

IT IS FURTHER UNDERSTOOD AND AGREED that Second Parties are to keep all taxes, special assessments of every kind and character which might be levied against said property, for any City improvements or for any reason whatsoever, paid promptly, and not to permit the same to become delinquent, except, the First Party agrees to pay the 1937 taxes on said real estate and the 1st half of the 1938 taxes payable in 1939.

IT IS FURTHER UNDERSTOOD AND AGREED that Second Parties are to keep the buildings on said premises insured in favor of the First Party in some reputable Insurance Company.

IT IS FURTHER UNDERSTOOD that said Second Parties are not to permit any liens of any kind or character to come against said property. That at all times, so far as they are concerned, they are to keep said premises free and clear of all liens and encumbrances, except such as are herein stipulated.

IT IS FURTHER UNDERSTOOD AND AGREED that First Party is to furnish Second Parties an abstract of title to said premises showing good, merchantable title, and when the last payment as above set out is paid, said First Party will convey said premises to the Second Parties by a good and sufficient Guardian's Deed of conveyance, with proper approval of the Court thereon. Possession of the premises to be given by First Party to Second Parties on July 1st, 1938, subject to the terms of the lease of the tenant now occupying said premises.

IT IS EXPRESSLY UNDERSTOOD AND AGREED by and between the parties hereto that this Contract is made subject to the approval of the District Court of Madison County, Iowa.

IT IS FURTHER UNDERSTOOD that time and times of payment as herein expressly set forth, possession, and properly executed Deed for said premises as hereinbefore specified, is the essence and important part of this contract, and in case Second Parties fail to make payment, or any part thereof, and fail to perform any of the covenants on their part hereby made and

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entered into, this contract shall be forfeited and determined under the laws of the State of Iowa, and Second Parties shall forfeit all payments made by them on this contract, and First Party shall have the right to re-enter and take possession of the premises aforesaid.

WITNESS our hands this day and date first above written.

COMPARED

T.J.Hartfield Guardian of Annie McMichael
By Phil R.Wilkinson his attorney
Guardian of Annie McMichael, Insane,
Party of the First Part.

M.A.Allen
Mrs. M A Allen
PARTIES OF THE SECCND PART.