

MATT PARROTT & SONS CO., WATERLOO, IOWA C34774

Asa E. & Alfreda J. Smith

#691

Filed for record the 5 day of
February A.D.1938 at 2;35 o'clock
P.M.

To

Fee \$.80

Valda C. Bishop, Recorder

Lloyd L. & Beth Sankey

A G R E E M E N T

This Agreement, made this 5th day of February, 1938, between Asa E. & Alfreda J. Smith of the County of Madison and State of Iowa, party of the first part hereinafter called vendor and Lloyd L. & Beth Sankey (wife of the County of Madison and State of Iowa, of the

second part, hereinafter called vendee is as follows:

The vendor hereby agrees to sell to the vendee on the performance of the agreements 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:

East Half of Lot 17 Of Hutchings' Addition to the City of Winterset, Iowa for the sum of One Thousand and no/100 Dollars payable as hereinafter mentioned. And the vendee in consideration of the premises hereby agrees to and with the vendor, to purchase all his right, title and interest in and to the real estate above described for the sum of One Thousand and no/100 Dollars and to pay said sum therefor to the vendor, his heirs, or assigns, as follows: One hundred Twenty and no/100 Dollars, on execution of this agreement, and the balance of Eight Hundred Eighty Dollars as follows, to-wit: On June 1st 1938 Sixty and no/100 Dollars and each sixth month thereafter Sixty and no/100 Dollars, and/or One hundred twenty Dollars annually, until the full amount is paid. Possession to be given Nov. 1, 1937.

Vendor covenant and agree to furnish abstract of title to the premises contracted, showing good merchantable title, clear of all liens of every character, to date of this agreement.

The vendee further agrees to keep the buildings on said real estate insured and deliver to the vendor the policies and renewal receipts. Shall pay when due, and before delinquent all taxes due after January 1, 1939 which become a lien on said premises. The ^{property} shall be maintained in as good a condition as in at the making of agreement of sale, ordinary use and wear excepted; if vendee fails either to so pay such taxes, or promptly to effect such insurance or repairs, then the vendor may do so; and should the vendee become involved in litigation either in maintaining the security or repairs, default in any of the payments for taxes or insurance, this agreement shall secure to the vendor the payment and recovery of all money, costs, expenses or advancements incurred or made necessary thereby, and all such amounts shall constitute an increased part of the purchase price.

It is expressly agreed by and between the parties hereto, that time and times of payment of said sums of money, and taxes, and maintenance as aforesaid, furnish abstract of title, possession, and properly executed deed for said premises as herein before specified is the essence and important part of this contract; and that if any default is made in any of the payments or agreements above mentioned, to be performed by the vendee, in consideration of the damages, injury and expense thereby resulting, or that may be incurred by or to the vendor thereby, this agreement shall be void and of no effect, and the vendee shall have no claim in law or equity against the vendor, nor the above described real estate, nor any part thereof, or improvements made hereinafter; and all partial payments made on said property may be considered as rent for the possession and use of said property; and on all such default, cease and determine and be come forfeited, without any declaration of forfeiture, re-entry, or any act of the vendor. And if the vendee 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 after the expiration of a lease, ~~and may be treated as tenants/holding over after the expiration of a lease~~, and may be ousted as such. But if such sums of money, insurance, and taxes are paid as aforesaid, promptly, the vendor on receiving said money, will execute and deliver, at his own cost and expense, a Warranty Deed conveying full title to said premises as above agreed and Abstract of Title as specified.

And it is agreed that any action for damages or for specific performance of this contract shall include reasonable attorney fees and costs incident thereto and shall be

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brought in the county of the residence of the party not in default.

Witness our hands the date first herein written.

Asa E. Smith Alfreda J. Smith
Lloyd L. Sankey Beth M. Sankey

STATE OF IOWA)
COUNTY OF MADISON) SS. BE IT REMEMBERED that on the 5th day of Feb. A.D.1938, before
the undersigned, a Notary Public in and for said County, personally came Asa E. Smith &
Lloyd L. Sankey to me known to be the identical persons whose names are affixed to the
foregoing instrument and acknowledged the same to be their voluntary act and deed.



WITNESS my hand and official seal the day and year last above written.

Harry F. Anderson
Notary Public in and for Madison County,
Iowa.