

Miscellaneous Record, No. 23, Madison County, Iowa

Myrtle E. Lewis

#4427

Filed for record the 10 day of July
A.D. 1939 at 5:00 o'clock P.M.

To

Fee \$ 2.00 ✓

Pearl E. Shetterly, Recorder Posted
Received Feb 5 1937
Sheriff's OfficeJoy & Oral Addy
Received Feb 5 1937
Sheriff's OfficeNOTICE OF INTENTION TO
FORFEIT CONTRACT FOR SALE.

TO: JOY ADDY and ORAL ADDY, and B. F. BLISS and wife, RENA BLISS, Purchasers and the Parties in possession of the real estate hereinafter described; and VALLEY SAVINGS BANK, of Des Moines, Iowa, a party claiming an interest in or lien upon said real estate:-

You and each of you are hereby notified that it is the intention of the undersigned, at the expiration of Thirty (30) days from the completed service of this Notice to declare a forfeiture of the Contract made by Mrs. Elizabeth Mullinnix to Joy Addy and Oral Addy, husband and wife, said Contract being dated August 1st, 1933, a copy of said Contract, with all endorsements thereon is hereto attached and made a part hereof, for the sale to said Vendees of the following described premises, situated in the County of Madison and State of Iowa, to-wit:-

Lot Number Eight (8) and the East Thirty-five (35) feet, in width, of
Lot Number Seven (7), in Block Number One (1), Original Town of Winterset, Iowa,

for the following reasons:-

1st. The failure to pay the taxes on said premises for the year of 1935; Said real estate was sold for the sum of Twenty-eight ^{& 89/100} (\$28.89) Dollars for the collection of said taxes on January 4th, 1937 and no redemption has been made from said sale.

2nd. That said Vendees were in default on August 1st, 1936 on interest and unpaid installments in the aggregate sum of Two Hundred Eleven & 74/100 (\$211.74) Dollars.

3rd. That said Vendees have ^{made} default in the payment of ^{the} installments due December 1st, 1936 and January 1st, 1937 in the sum of Ten & 00/100 (\$10.00) Dollars, each.

That the Vendor, Mrs. Elizabeth Mullinnix, in said Contract, died intestate and unmarried, leaving surviving her Myrtle M. Lewis, her daughter and her sole and only heir-at-law; and that

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the Estate if said Mrs. Elizabeth Mullinnix has been decreed settled;

That you can avoid such forfeiture by paying to Myrtle M. Lewis, at her home in Winterset, Iowa, or to W. T. Guiher at his office in Winterset, Iowa, within THIRTY (30) DAYS from the completed service of this Notice upon you the above mentioned portions of said purchase price of said property with interest from the date said sums were due as herein mentioned, and the costs of service of this Notice.

Dated at Winterset, Iowa, this 14th day of January, A.D., 1937.

Myrtle M. Lewis
Owner and Holder of said Contract.

RETURN OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)ss:

I, W. C. Carlson, of said State and County, first being duly sworn, upon my oath depose and say: That the within Notice came into my hands for service on the 27th day of January, A.D., 1937 and that I personally served the same upon Joy Addy, one of the parties to whom the within Notice is addressed, by offering to read the original to him which he waived, and by delivering to him a true copy thereof.

All done at Los Angeles, California this 30th day of January, A.D., 1937.

Subscribed in my presence and sworn to before me by said W. C. Carlson, this 30th day of January, A.D., 1937.

(Notarial Seal) Edmund Nichols Jr.
Fees \$ 6.50 Notary Public in and for Said State and County.
Paid by W. T. Guiher My Commission Expires March 20, 1937.

I, Oral Addy, one of the parties to whom the within Notice of Intention to Forfeit Contract for Sale is addressed, do hereby accept service of the within Notice and acknowledge receipt of a true copy thereof.

All done at Winterset, Iowa, this 5th day of February, A.D., 1937.

Oral Addy.

The undersigned, Valley Savings Bank, of Des Moines, Iowa, one of the parties to whom the within Notice of Intention to Forfeit Contract for sale is addressed, do hereby accept service of the notice and acknowledge receipt of a true copy thereof.

All done at Des Moines, Iowa, this ____ day of February, A.D., 1937.

VALLEY SAVINGS BANK, of Des Moines, Iowa.
BY _____

RETRUN OF SERVICE

STATE OF IOWA, COUNTY OF POLK)ss:

I, C. B. Hextell, of said State and County, first being duly sworn, upon my oath depose and say: That the within Notice came into my hands for service on the 17th day of February, A.D., 1937 and that I personally served the same upon the Valley Savings Bank, of Des Moines, Iowa, one of the parties to whom the same is addressed, by offering to read the same to C. T. Cole who is the Vice President of said Valley Savings Bank, of Des Moines, Iowa, which reading he waived and by delivering to him a true copy thereof.

All done at Des Moines, Iowa this 17th day of February, A.D., 1937.

Subscribed in my presence and sworn to before me by said C. B. Hextell, this 17 day of February, A.D., 1937.

(Notarial Seal) Harold E. Teachout
Notary Public in and for Polk County, Iowa.

RETURN OF NOTICE OF INTENTION TO FORFEIT CONTRACT FOR SALE

STATE OF IOWA, Madison County, ss.

The within notice came into my hands on the 5th day of February, 1937, and I certify that I served the same on the defendants named below by offering to read the original to each of them

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which they waived, and delivering to each of them a true copy of the same at the time and place set opposite their names:

Names of Persons	Month	Day	Yr.	Township	County	State
B. F. Bliss and wife,	Feb.	5	1937	Center	Madison	Iowa
Rena Bliss	Feb.	5	1937	Center	Madison	Iowa

The parties in possession of the premises described in within Notice.

FEES

Service, \$.75 Retained by Sheriff
 Copies, \$
 Mileage, \$.30 Retained by Sheriff
 Total, \$ 1.05 Retained by Sheriff

Paid by W. T. Guher

A. E. Null Sheriff of Madison County, Iowa.

By Chas. H. Neidt, Deputy
 Subscribed and sworn to before me by
 this day of A.D. 1937
 in and for Madison County,
 Iowa

CONTRACT

THIS AGREEMENT made this 1st day of August A.D. 1933 between Mrs. Elizabeth Mullinnix, widow of the County of Madison and State of Iowa, party of the first part, and Joy Addy and Oral Addy, husband & wife, of the County of Madison and State of Iowa, of the second part is as follows:

The party of the first part hereby agrees to sell to the party of the second part on the performance of the agreements of the party of the second part 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:

Lot Number Eight (8) and the East thirty five feet of Lot Number Seven (7), Block Number One (1), Original town of Winterset, Iowa.

Possession to be given on September 1st 1933.

First party agrees to convey above property clear of any and all liens whatsoever, and pay the 1932 tax; that upon the execution of this agreement, she will execute a warranty deed of conveyance unto second parties, same shall be held in escrow, with Mrs. Fred Lewis of Winterset, Iowa, to be delivered to second parties upon final payment of this contract.

For the sum of One Thousand (\$1000) DOLLARS, payable as hereinafter mentioned. And the said party of the second part, in consideration of the premises hereby agrees to and with the party of the first part, to purchase all his right, title and interest in and to the real estate above described, for the sum of One Thousand (\$1000) DOLLARS, and to pay said sum therefor to the party of the first part, his heirs or assigns, as follows:

Note for fifty dollars (\$50) due Nov. 1st, 1933 DOLLARS, on the execution of this agreement, and the balance of Nine Hundred Fifty (\$950) DOLLARS, as follows, to-wit: Ten dollars (\$10) cash on September 1st, 1933, and Ten dollars (\$10) cash on the first of each month thereafter, until the total purchase price is paid; all deferred payments to bear 6% interest from and after September 1st 1933, payable semi-annually. Second parties to pay all taxes becoming due after January 1st, 1934, to keep said buildings insured in some responsible insurance Co., to keep buildings in reasonable repair, and any changes or improvements made on buildings, shall be mutually agreed upon by both parties. With interest from date of possession is given, at the rate of 6 per cent per annum on all such sums as shall remain unpaid, payable annually till all is paid. The said first parties covenant and agree to deliver said premises with all appurtenances thereto belonging, on final settlement under this contract in as good condition as in at the making of agreement of sale, ordinary use and wear excepted. First parties agree to furnish abstract of title to the premises contracted, prepared by a reputable abstractor, showing good merchantable title to the above described premises, to the time for final settlement hereunder, clear of all taxes or liens of every character except as above stated.

And it is expressly agreed by and between the parties hereto, that the time and times of payment of said sums of money, interest and taxes as aforesaid, furnishing abstract, possession and properly executed deed for said premises³³ herein before specified Option granted to pay \$5. or any multiple thereof, on any monthly pay date. is the essence and important part of the contract; and that if any default is made in any of the payments or agreements above mentioned, to be performed

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by the party of the second part, in consideration of the damage, injury and expenses, thereby resulting, or that may be incurred by or to the party of the first part thereby, this agreement shall be void and of no effect, and the party of the second part shall have no claim in law or equity against the party of the first part, nor to the above described real estate nor any part thereof; and any claim, or interest, or right, the party of the second part may have had hereunder up to that time by reason hereof, or of any payments and improvements made hereunder, shall, on all such default, cease and terminate and become forfeited, without any declaration of forfeiture, re-entry, or any act of the party of the first part. And if the party of the second part, 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 unlawfully after the expiration of a lease, and may be ousted and removed as such. But if such sums of money, interest and taxes are paid as aforesaid, promptly at the time aforesaid, the party of the first part, on receiving said money and interest, 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. It is further agreed that this contract is to be performed at the office of Winterset, Iowa.

Said parties further agree, that if either party makes a default in, or refuses or neglects to comply with the conditions hereof in the spirit 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 Dollars, which sum may be recovered by an action hereon, with all attorney's 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.

(Signed) Mrs. Elizabeth Mullinnix
(signed) Joy Addy (Signed) Oral Addy

STATE OF IOWA, Madison County)ss:

On this 2nd day of August A.D. 1933, before me personally appeared Joy B. Addy and Oral Addy, husband & wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed, for the purposes therein specified.

(Notarial Seal) (Signed) Charles E. Tucker
Notary Public in and for said Madison County.

1933			
Sept. 1, mo. p'ym't	\$10.00		
Sept. 29, " " (Oct)	10.00		
Oct. 31 " " (Nov)	10.00		
Dec. 1 " "	10.00		
1934			
Jan. 3 " "	20.00		
Feb. 5 " "	20.00		
Mar. 1 " "	10.00		
Apr. 2 " "	10.00		
May 3 " "	10.00		
June 4 " "	10.00		
July 6 " "	10.00		

1935			
Aug. 3 " "	25.00		
Sept. 1 " "	10.00		
Oct. 28 " "	10.00		
1936			
June 1 " "	10.00		
July 1 " "	10.00		
Aug. 1 " "	10.00		
Sept. 1 " "	10.00		
Oct. 1 " "	10.00		
Nov. 1 " "	10.00		

Payments on Note.	
Sept. 15	\$10.00.
Oct. 31	20.00
Nov. 20	20.00

Interest Paid.	
March 1, 1934	\$24.30