

Town Lot Deed Record, No. ~~31~~ 32

Edna Oglesbee
To

#2995

Filed for record the 26 day of June
A. D. 1947 at 10:15 o'clock A. M.

Fee \$.60

Wilma M. Wade, Recorder

Clarence M. Myers

ARTICLES OF AGREEMENT

Made this 2nd day of June 1947, between Edna Oglesbee of the first part and Clarence M. Myers of the second part WITNESSETH, That the said party of the first part has this day bargained and sold to the said party of the second part, the following described Real Estate, situated in the County of Madison and state of Iowa, to wit:

The North Half of Lot 3 and the West 18 Feet of the North Half
of Lot 2 in Block 3 of the Original town of East Peru, Madison County, Iowa.

for the sum of One Thousand Fifty and No/100 DOLLARS Five Hundred Twenty Five and NO/100 Dollars of which has been paid in hand, the receipt of which is hereby acknowledged.

Now, if the said party of the second part shall pay to the said party of the first part the several sums set forth below, and at the dates set forth below, to-wit:

- Dollars, on or before the - day of - 19-
\$525.00 Dollars, on or before the 25th day of June 1947 Party of the First Part agrees to give Possession June the 5th, 1947. - Dollars, on or before the - day of - 19- - Dollars,

on or before the - day of - 19- with interest annually on all unpaid sums at the rate of - per cent, per annum, from the date hereof, until the whole sum is fully paid; principal and interest payable at - and shall pay all taxes which may be levied or become due on said real estate from the date hereof, the said party of the first part shall at his own cost and expense, execute and deliver to the said party of the second part, or to His assigns, a WARRANTY DEED to the above described premises. Merchantable abstract

IT IS HEREBY ESPECIALLY AGREED, between the parties hereto that punctuality in making the payments herein provided for promptly when due, is the essence of this agreement, and that in case any payment of the principal or interest remains due and unpaid for sixty days after maturity, that this agreement may at the option of the first party be considered simply as a lease, for the use of said premises which he may terminate by giving ten days written notice retaining all moneys previously paid as rents for the use of said premises.

IT IS FURTHER AGREED, by the party of the second part, that if it becomes necessary to enforce the terms of this contract by law, a reasonable sum shall be taxed as attorney's fees and added to the costs.

AND IT IS ALSO AGREED, by the parties hereto, that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the said parties have hereunto set their hands the day and year first above written.

Signed in the presence of

E. E. Hull

COMPARED

Edna Oglesbee
Clarence M. Myers