

Town Lot Deed Record, No. 32

Myrtle Bricker #624 Filed for record the 10 day of February
 To A. D. 1948 at 4:02 o'clock P. M.
 Fee \$1.00
 Wilma M. Wade, Recorder

LAND CONTRACT EXECUTED IN DUPLICATE one copy to each party

THIS AGREEMENT Made this 2nd day of September A. D. 1947 between Myrtle Bricker, Widow, Unmarried, of the County of Madison and State of Iowa party of the first part, and CHARLES Z. NITCHALS and wife Ella Mae NITCHALS of the County of - 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:

The South 72 feet of the west 2/3rds of lot 3 and the west 117 feet of lot 4, all in block 9, Wilson's addition to the Town of Earlham, Madison County, Iowa.

for the sum of Eighteen Hundred Ninety (\$1890.00) DOLLARS payable as hereinafter mentioned. And the said second 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 Eighteen Hundred Ninety (\$1890.00) DOLLARS, and to pay said sum therefore to first party, his heirs or assigns, as follows: - dollars, on the execution of this agreement and the balance of Eighteen Hundred Ninety (\$1890.00) Dollars as follows, to-wit: \$40.00 per month, beginning on September 1, 1947, same to be paid in two equal installments, \$20.00 on the 1st day of each month and \$20.00 on the 15th day of each month. Said sum to draw interest at the rate of 5% per annum, payable monthly, which interest is included in said monthly payment of \$40.00, and said monthly payments to be made for a period of 53 months.

First party to keep present insurance on said premises in force until possession is given. In the event a loss occurs, which is covered by insurance, second parties agree to accept the proceeds from said insurance in full settlement of said loss.

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, subject to highways and to restrictions and easements of record, and except a mortgage if any on said property for \$ - to - which mortgage second parties assume and agrees to pay as part of the purchase price with all interest after - to which time first party agrees to pay

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same. When first party tenders to second party an abstract to said premises that second party will take same and examine it and return it to first party with 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 Earlham, Iowa.

Said parties further agree, that if either party makes default in, or refuse 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 - 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.

It is agreed that any action for damage as above specified shall be brought in the county wherein this contract is to be performed. Witness our hands the date first herein written.

Charles Z Nitchals
Ella Mae Nitchals

Myrtle Bricker

STATE OF IOWA Madison County.) ss

On this 2nd day of September A. D. 1947 before me personally appeared Myrtle Bricker, Charles Z. Nitchals and wife Ella Mae Nitchals 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 purpose therein specified.

**NOTARIAL
SEAL**

H. Claude Peer Notary Public
in and for said County.