

Town Lot Deed Record, No. 30

Leo F. Wiedman

#2381

Filed for record the 7 day of
April A.D. 1941 at 1:20 o'clock
P.M.

To

Fee \$.90 ✓

Floyd or F. Wm Wheeler, et al

Pearl E. Shetterly, Recorder

LAND CONTRACT & ASSIGNMENT

THIS AGREEMENT Made this 24th day of April A.D. 1940 between Leo F. Wiedman of the County of Madison and State of Iowa, party of the first part, and Floyd Wheeler of the County of Madison 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 Half of Lots 5 and 6 in Block 16 of Laughridge and Cassidays
Addition to the Town of Winterset Iowa.

The Chicken House and Chicken fence to be reserved.

for the sum of Three Hundred and Fifty (\$350.00) 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 Three Hundred and Fifty (\$350.00) DOLLARS, and to pay said sum therefore to first party, his heirs or assigns, as follows: One Hundred (100.00) dollars, on the execution of this agreement, and the balance of Two Hundred and Fifty Dollars as follows, to-wit:

Twelve and 50/100 to be paid on May 24th 1940 and a like amount on the 24th of each Month until paid the deferred payments to draw 5% Int and to be paid monthly as the monthly payments are paid. Possession to be given May 24th 1940. Second Party to carry Insurance on Property for the Protection of First Party. First party to pay the tax that was due January 1st 1940. Warranty Deed to be furnished when all payments are made. if second party fails to make the payments as the Contract provided for a period of Sixty days he forfeits all payments and gives possession to the described property

with interest from date possession is given, at the rate of 5 per cent per annum on all such sums as shall remain unpaid till all is paid. First party is to carry fire and wind insurance on all buildings for their insurable value and in case of fire or wind loss, second party is to accept the insurance collected as full damage for said loss, ordinary use and wear excepted. 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 save only a loan on said property for \$..... to which loan second party is to assume payment of in the deed to be made hereinunder with all interest thereon after March 1st, 19... to which time first party agrees to pay the same, and 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

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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.....

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.

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.

Leo F. Wiedman

or Floyd >

F. Wm. Wheeler

V. W. Wheeler

For Value Received, I hereby assign the within and foregoing contract and hereby assign and convey all my right, title and interest in and to the real estate described in the within and foregoing contract unto Wayne Addy and Dorothy Addy, husband and wife.

Dated this 3rd day of June, A.D. 1940.

COMPARED

Floyd Wm. Wheeler

x