

Town Lot Deed Record, No. 30

George B. Thayer

To

Jack T. Vierling & Wife

#2079

Fee \$ 1.00 ✓

LAND CONTRACT

Filed for record the 26 day of
March A.D. 1941 at 3:30 o'clock
P.M.

Pearl E. Shetterly, Recorder
Wilma M. Wade, Deputy

THIS AGREEMENT: Made this 23rd day of July 1940 between George B. Thayer of the County of Madison and State of Iowa, party of the first part, and Jack Vierling and Isabel Vierling, (husband and wife) of the County of Madison and State of Iowa, party of the second part 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:

Lots One and Two (1 & 2) in Block Twelve (12) in Laughridge and Cassiday's
Addition to Winterset, Madison County, Iowa,

for the sum of Four Hundred (\$400.00) 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 Four Hundred (\$400.00) DOLLARS, and to pay said sum therefor to the party of the first part, his heirs, or assigns, as follows:

Madison County, Iowa

one 1937 Chevrolet Coupe being valued at \$285.00 Dollars and \$15.00 in cash on the execution of this agreement, and the balance of One Hundred (\$100.00) DOLLARS, as follows, to-wit: Said balance of \$100.00 to become payable on December 1st, 1945, with option to pay said sum of \$100.00 with interest from date at 5% interest, at any time after December 1st, 1940. Option is further given to pay \$5.00 or any multiple thereof at any time. with interest from this date at the rate of (5) per cent per annum on all such sums as shall remain unpaid, payable annually till all is paid.

And the party of the second part shall annually pay all taxes and assessments that may accrue on said property as they become due or before they become delinquent, and including the tax of 1940 for the year payable in 1941.

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 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 by the party of the second part in consideration of the damage, injury and expense thereby resulting, or that may be incurred by or to the party of the first part thereby, 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 mentioned 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 any such default cease and determine 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 will, on receiving said money and interest, execute and deliver, at his own cost and expense, a Warranty Deed of said premises as above agreed and the Abstract of Title continued up to this date.

December 1st, 1940, free from liens or encumbrances created by first party or by anyone by through or under him. Said Abstract of Title shall be a merchantable Abstract.

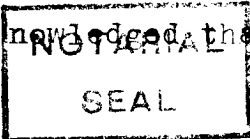
WITNESS our hands, the day and year above written.

Jack T. Vierling
Isabel Vierling

George B. Thayer

STATE OF IOWA,
Madison County, ss.

On this 30 day of July A.D., 1940, before me, Jno. N. Hartley a Notary Public in and for Madison County, Iowa, personally appeared George B. Thayer, Jack Vierling and Isabel Vierling to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Jno. N. Hartley
Notary Public in and for Madison County,
Iowa. _____ x