

Town Lot Deed Record, No. 30

L.H.Eyerly & wife

#3001

Filed for record the 9 day of
May A.D.1941 at 9:55 o'clock
A.M.

Fee \$1.00 ✓

Pearl E. Shetterly, Recorder

To
Dora Macumber

LAND CONTRACT

This Agreement Made this 3rd day of March A.D.1941 between L.H.Eyerly and wife, Emma Eyerly, of the County of Madison and State of Iowa party of the first part, and Dora Macumber 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:

South 66 feet of the N 132 feet of the West 190 $\frac{1}{2}$ feet of Lot 21, of County
South Outlot Addition to Winterset, Iowa, formerly the Ella Knight property

for the sum of Twelve Hundred Fifty and no/100 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

Madison County, Iowa

for the sum of Twelve Hundred Fifty and no/100 DOLLARS, and to pay said sum therefore to first party, his heirs or assigns, as follows: Two Hundred Dollars (\$200.00) dollars, on the execution of this agreement, and the balance of Ten Hundred Fifty and no/100 Dollars as follows, to-wit: \$200 cash when possession is given, Second party assumes payment of \$560 bal. due A.R.Rogers, the balance of \$290 to be paid First Party on or before Sept.1st,1941 or as soon thereafter as the G.E.Macumber estate ^{receives her part of said estate.} First Party agrees to accept note of Second Party for the above mentioned \$290 to draw interest at 5% from date possession is given Second Party.

Possession to be given on or before 3-15th, 1941. Deed is to be executed and held in escrow by Security Loan & Abstract Co., Winterset, Iowa to be delivered to Second Party when complete and final settlement is made. Option is given Second Party to pay any amount at any time. (Insurance now in force to be assigned to purchaser, who assumes future payments on policy) with interest from date possession is given, at the rate of ... 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 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 including the 1940 taxes due and payable in 1941 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 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 Security Loan & Abstract Co., Winterset, 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.

And it is agreed that any action for damages as above specified shall be brought in

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J. H. WELCH PRtg. CO., DES MOINES 1896

the county of the residence of the party not in default. Witness our hands the date first herein written.

The said balance due A.R.Rogers is to be paid in \$15, monthly installments plus interest as provided by contract of A.R.Rogers with Mr. & Mrs. W.F.Jones and this sale of the property is made subject to the approval of said A.R.Rogers and the acceptance of this purchaser by him.

Dora Macumber

L.H.Eyerly

Emma M. Eyerly.

STATE OF IOWA, Madison County,)ss.

On this 4th day of March A.D.1941 before me personally appeared L.H.Eyerly & wife, Emma M.Eyerly & Dora Macumber to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that their executed the same as their voluntary act and deed for the purpose therein specified.

Mabel C.Anderson
Notary Public in and for said County.