

Town Lot Deed Record, No. 30

J. H. WELCH PRtg. CO., DES MOINES 7896

Gertrude Duff Phelps & hush

#3786

Filed for record the 24 day of
June A.D.1941 at 8:00 o'clock
A.M.

To

Fee \$ 1.30

Pearl E. Shetterly, Recorder
Wilma M. Wade, DeputyCal B. Anderson, et al, Trustees St. Pauls Evangelical
Lutheran Church of Winterset

CONTRACT FOR DEED.

This agreement, made and entered into on this 19th. day of June, A.D.1941, by and between Gertrude Duff Phelps and Rees L. Phelps, her husband of the post office address of Steele, N.D., Parties of the first part, and Cal B. Anderson, Herman Miller and H.G. Wipperman, Trustees, of the post office address of Winterset, Iowa. parties of the second part;

WITNESSETH, That the said parties of the first part, in consideration of the covenants and agreements of the said parties of the second part hereinafter contained, hereby sell and agree to convey to said parties of the second part, or their assigns, by deed of warranty conveying good and marketable title to the property hereinafter described, free of all incumbrances as of the date of this agreement (except special assessments hereinafter mentioned), upon the prompt and full performance by said parties of the second part, of their part of this agreement, the following described premises situated in the city of Winterset, in Madison County, Iowa, to-wit:

East Half of Lot Six (6) and all of Lots Seven and Eight (7 & 8) In Block Thirty Three (33) of the Original Town of Winterset;
Possession to be given and interest on deferred payments to begin on the date of this contract.
Lease to be assigned to purchasers.

Permission is hereby given second parties to move the dwelling house now located on the real estate to another location on the real estate, providing that said dwelling house is kept or put in as good condition as it is now in.

At the time of the execution and delivery of this agreement, said party of the first part promise and agree to furnish at their own expense, to said parties of the second part an abstract of title to said property showing a good and marketable title thereof in said parties of the first part, free of all incumbrances as of the date of this agreement, except special assessments that have not as yet been annually levied and annually included in the yearly taxes against said property for public improvements heretofore made.

And said parties of the second part in consideration of the premises, hereby purchase from the said parties of the first part the said above described property and hereby promise and agree to pay to said parties of the first part, or their assigns, as and for the purchase price of said property the sum of Two Thousand Dollars (\$2000.00.) in the manner and at the times following, to-wit:-

Five Hundred Dollars on the execution of this contract, the receipt of which is hereby acknowledged; Three Hundred Fifty Dollars on Nov.1, 1941; Five Hundred Dollars on November 1st., 1942 and Six Hundred Fifty Dollars on November 1st., 1943 at which time warranty deed shall be delivered; Purchasers to have the option to pay \$100.00 or any multiple thereof at any time. Insurance to be paid as of the date of this contract and to be maintained thereafter by second parties at a sum not less than balance due hereon, payable to first parties and second parties according to their respective interests herein; with interest from date hereof at the rate of 5 per cent per annum payable semi-annually on the whole sum of said principal sum from time to time remaining unpaid, said interest payable semi annually, and said parties of the second part further promise and covenant to pay all taxes and assessments that may hereafter be levied and assessed upon said property before the same or any part thereof become delinquent, beginning with the payments of taxes assessed and levied, or to be assessed and levied, for the year 1941; and said parties of the second part further assume in addition to paying said purchase price of said property, with said interest thereon, the special assessments, if any, that have not as yet been annually levied and included in the

Madison County, Iowa

yearly taxes against said property for public improvements heretofore made, beginning with the year 1941

And said part_ of the second part promise and agree to keep the buildings on said real property insured, during the entire life of this contract, at their expense, against loss by fire, wind and tornado, in company or companies acceptable to said parties of the first part, in the sum of at least Fifteen Hundred Dollars, with the loss clause thereof payable to the said parties of the first part, or assigns, as ... interests shall appear.

It is further agreed and understood by and between the parties hereto that no assignment of the premises or any part thereof, or of this agreement, or any pledge thereof, shall be valid unless the consent of the said parties of the first part shall be endorsed hereon.

But should default be made in the payment of said several sums of money or any or either of them, or any part thereof, or in the payment of said interest, taxes or assessments, or any part thereof, before the same or any of them, or any ^{part of any} one of them, becomes delinquent, or in the payment of said special assessments, or any part thereof, before the same becomes delinquent, or in any one of the covenants herein to be kept and performed by said part_ of the second part, then this agreement, at the election of said parties of the first part, or their assigns, time being of the essence of this agreement, may be cancelled in accordance with the laws of the State of Iowa, and in case of cancellation of this agreement, the said parties of the second part hereby agree upon demand of the said parties of the first part, or their assigns, quietly and peacefully to surrender to them possession of said premises and every part thereof, it being understood that until such cancellation, if any, said parties of the second part (are) to have possession of said premises, beginning with the 19th day of June, 1941

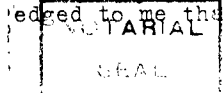
It is mutually understood and agreed that in the event of the cancellation of this contract all payments theretofore made hereon and all improvements theretofore made to and on said premises by said parties of the second part hereunder, or their assigns, shall be kept and retained by the said parties of the first part, or their assigns, for the use of said premises by the said parties of the second part, and their assigns, if any, and as and for liquidated and agreed damages by reason of the cancellation of this contract, if any.

It is mutually agreed by and between the parties hereto that all of the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of all the parties hereto.

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

Signed and Delivered in Presence of)))) (St. Pauls Evangelical Lutheran Church of Winterset, STATE OF IOWA County of Madison)ss. Iowa	Gertrude Duff Phelps. Rees L. Phelps Herman Miller Cal E. Anderson H. H. Wipperman Trustees
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On this 23 day of June A.D. 1941, before me, a notary public within and for said county and state, personally appeared Gertrude Duff Phelps known to me to be the same persons who are described in and who executed the above and foregoing instrument and they severally acknowledged to me that they executed the same.



Charles E. Tucker
 Notary Public for Madison County, Iowa
 My commission expires July 4th 1942