

## Town Lot Deed Record, No. 30

Mrs. W. E. Bernau  
To  
Fenner Osborn & wife

#5958  
Fee \$1.10 ✓

Filed for record the 1 day of \*  
December A.D. 1941 at 1:10 o'clock  
P.M.  
Pearl E. Shetterly, Recorder

LAND CONTRACT

THIS AGREEMENT Made this 15th day of March, 1941 A.D. 19... between Mrs. W. E. Bernau of the County of Madison and State of Iowa party of the first part, and Fenner Osborn and Etta Osborn, husband and wife 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:

Lots One and Two, in Block Thirteen, Jones Addition  
to the town of Winterset, Iowa

Possession to be given on or before April 1st, 1941. Interest at 5%, from March 1st, 1941. First party to receive the rents from upstairs to April 1st 1941 for the sum of Eleven Hundred No/100 DOLLARS payable as hereinafter mentioned. And the said 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 Eleven Hundred No/100 DOLLARS, and to pay said sum therefore to first party, his heirs or assigns, as follows: Fifty No/100 Dollars, on the execution of this agreement, and the balance of One Thousand Fifty No/100 DOLLARS as follows, to-wit: \$10.00 on May 1st, 1941, \$10.00 on June 1st, 1941 \$50.00 cash on July 1st, 1941 and \$10.00 on August 1st, 1941. \$10. on September 1st, 1941 and \$10. on the first day of each month thereafter, until said sum has been fully paid. Second party to keep said dwelling and barn insured for an reasonable amount, to be assigned to first party. When said payments have been fully paid including interest at the rate of 5%, payable semi-annually on March 1st and September 1st, first party shall execute warranty deed of conveyance, and furnish merchantable abstract of title to said property. First party to pay the 1940 tax, due in 1941, and second party to pay the taxes, and all assessments thereafter. with interest from date possession is given, at the rate of 5 per cent per annum payable semi annual on all such sums as shall remain unpaid till all is paid. First party agrees to deliver said premises with all improvements thereon, on final settlement under this contract in as good condition as the same are in at the present time, 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, 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

Madison County, Iowa

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<sup>said</sup> 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 /<sup>written</sup>

STATE OF IOWA, Madison County, )ss  
Mrs. W. E. Bernau Fenner Osborn  
Etta Osborn

On this 15th day of March A.D. 1941 before me personally appeared Fenner Osborn and Etta Osborn and Mrs W. E. Bernau 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)

Charles E. Tucker Notary Public  
in and for said County.

|                |                |         |  |          |                  |       |  |  |  |
|----------------|----------------|---------|--|----------|------------------|-------|--|--|--|
| March - 24-41. | Pay't on house | \$50.00 |  |          |                  |       |  |  |  |
| May - 1-41     | " " "          | 10.00   |  | Sept 3-  | " " "            | 10.00 |  |  |  |
| June 1-41      | " " "          | 10.00   |  | Sept 27- | " " "            | 10.00 |  |  |  |
| July 3-        | " " "          | 50.00   |  | Nov 3-41 | " " "            | 10.00 |  |  |  |
| Aug 7-         | " " "          | 10.00   |  | Nov 3-41 | Int to Sept 1-41 | 24.48 |  |  |  |