

Town Lot Deed Record, No. 30

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

Emma Frey

#1129

To

Fee \$.90

Alfred R. Cummings

Filed for record the 3 day of *
 Merch A.D. 1942 at 11:10 o'clock
 A.M.
 Pearl E. Shetterly, Recorder

LAND CONTRACT

THIS AGREEMENT Made this 8th day of December A.D.1941 between Emma Frey of the County of Union and State of Iowa, party of the first part, and Alfred R. Cummings of the County of Webster and State of Missouri 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:

Lot Twleve (12) and the East Half of Lot eleven (11) Block Two (2)
 Danforth's Second addition to the City of Winterset, Iowa

for the sum of Four 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 for the sum of Four Hundred fifty and no/100 DOLLARS, and to pay said sum therefor to first party, his heirs or assigns, as follows: Fifty and no/100 dollars on January 10th. 1942 and the balance of Four Hundred and no/100 dollars, as follows, to-wit: Seventy five and no/100 Dollars March 1st. 1942 and Seventy and no/100 dollars June 1st. 1942 and the balance of \$255.00 to be paid as follows: \$7.50 the first of each month starting March 1st. 1942 to September 1st. 1942 then \$10.00 per month untill the full amount of the \$255.00 with interest at the rate of six per cent is fully paid. Possession to be given March 1st. 1942, with interest from date possession is given, at the rate of six per cent per annum 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 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

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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 the office of Gailen L. Dick Winterset, Iowa.

Said parties further agree, that if either party makes default in, or refuses 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 attorney 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.

Witness to her mark
Gailen L. Dick
H. H. Goode

Her
X Emma Frey
mark Alfred R. Cummings

STATE OF IOWA, Madison County)ss.

On this 3rd day of March A.D. 1942 before me personally appeared Alfred R Cummings to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed, for the purposes therein specified.

(DISTRICT COURT SEAL)

COMPARED

Rex V Johnson CLERK DISTRICT COURT
in and for said County