

Town Lot Deed Record, No. 30

Austa Kimerer

#3418

Filed for record the 8 day of September
A.D. 1942 at 9:25 o'clock A.M.

To

Fee \$1.00

Pearl E. Shetterly, Recorder

Lloyd & Christina Belle Dickey

LAND CONTRACT

THIS AGREEMENT: Made this 29 day of July 1941 between Austa Kimerer of the County of Madison and State of Iowa, party of the first part, and Lloyd Dickey and Christina Belle Dickey 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:

West Half ($W\frac{1}{2}$) of Lot Three (3) Block Fifteen (15) of
the Original Town of Winterset, Madison County, Iowa

for the sum of Seven Hundred Sixty and 00/100 (\$760.00) 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 Seven Hundred Sixty and 00/100 (\$760.00) DOLLARS, and to pay said sum therefor to the party of the first part, his heirs, or assigns, as follows: One Hundred and 00/100 (\$100.00) Dollars, on the execution of this agreement, and the balance of Three Hundred Sixty (\$360.00) DOLLARS, payable on or before September 1st, 1941; it being understood that the said sum will be paid upon tender to second parties of a good and sufficient Warranty Deed, together with an abstract of title showing said premises free and clear of all liens and encumbrances; the balance of \$300.00 shall be paid at the time of final settlement by the assignment to first party of one certain contract dated June, 1941, between the parties of the second part herein, and Emma Frey and Otto Frey now of Union County, Iowa, there being unpaid on said contract of sale, the sum of \$300.00, which bears interest at 6% per annum, payable semi-annually (Continued below)

with interest from this date at the rate of ... 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 second half of 1941, tax due and payable in 1942. 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

Madison County, Iowa

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 to this date.

the same being a contract on Lot 12, East Half (E $\frac{1}{2}$) of Lot 11, in Block 2, Danforth Second Addition to Winterset. It is further understood that the party of the first part shall pay the first half of the 1941 tax due in 1942, on the real estate herein sold. It is also understood that second party shall receive an assignment of the insurance policy now on said property

WITNESS our hands, the day and year above written.

Austa Kimerer
Lloyd Dickey
Christina Belle Dickey

STATE OF IOWA, Madison County, ss.

On this 29 day of July A.D., 1941, before me, Jno. N. Hartley a Notary Public in and for Madison County, Iowa, personally appeared Austa Kimerer, Lloyd Dickey and Christina Belle Dickey 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.

(Notarial Seal)

COMPARED

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