

Madison County, Iowa

Martha B. Adams

#3439

Filed for record the 9 day of September^x
A.D. 1942 at 2:10 o'clock P.M.

To

Fee \$.70

Pearl E. Shetterly, Recorder

Leonard S. & Fern Lawless

LAND CONTRACT

THIS AGREEMENT Made this 5th. day of September A.D. 1942 between Martha B. Adams of the County of Madison and State of Iowa party of the first part, and Leonard S. Lawless and Fern Lawless 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 Ten (10) and Twelve (12) in Block Four (4)
of Barker's Second Addition to Maeksburg Iowa.

for the sum of Eleven Hundred (1100) 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 Eleven Hundred DOLLARS, and to pay said sum therefore to first party, his heirs or assigns, as follows: Twenty Five (\$25) dollars, on the execution of this agreement, and the balance of One Hundred Dollars as follows, to-wit: To be paid when Possession is given, not later than Dec. First 1942. Payments as follows, \$16.75 Beginning Jan. 1st. 1943, and each Month there after until the principal is paid. Party of the second part to keep all taxes paid and all buildings insured, 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, 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 ~~and~~ merchantable title clear of all taxes or liens of every character save only a loan on said property for \$.....

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

Town Lot Deed Record, No. 30

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

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.

Martha B. Adams

Leonard S. Lawless
Fern Lawless

STATE OF IOWA, Madison County,)ss.

On this 5th day of September A.D. 1942, before me personally appeared Martha B. Adams, Leonard S. Lawless & Fern Lawless 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.

May Pinckney
Notary Public in and for said County

x