

Madison County, Iowa

R. B. Hunter

#4324

Filed for record the 28 day of November
A.D. 1942 at 1:10 o'clock P.M.

To

Fee \$.80

Pearl E. Shetterly, Recorder

Theodosia McDonald Bebout

LAND CONTRACT

THIS AGREEMENT: Made this 11th day of July, 1942 between R. B. Hunter of the County of Madison and State of Iowa, party of the first part, and Theodosia McDonald Bebout 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:

Lot two (2) Block Ten (10) Original Town of Earlham, Iowa.

for the sum of Seven Hundred and no/100 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 It is agreed and understood the second part will accept the insurance policy of \$700.00 as full settlement in case of loss by fire, lightning or wind-storm. for the sum of Seven Hundred and No/100 DOLLARS, and to pay said sum therefor to the party of the first part, his heirs, or assigns, as follows: Two Hundred and no/100 Dollars, on the execution of this agreement, and the balance of Five Hundred and no/100 DOLLARS as follows, to-wit: \$10.00 due October 1, 1942, and, \$10.00^{due} on the first day of each month thereafter until contract is paid in full, with interest at the rate of 6% on all unpaid balance to be paid April and October of each year. with interest from this date at the rate of Six (6%) 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 also 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 for the year 1942 due January 1 1943, 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 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 Quit claim deed conveying all my right, title and interest, which I received by deed from Madison County, Iowa.

WITNESS our hands, the day and year above written.
State of Iowa, Madison County, ss.

R. B. Hunter
Theodosia McDonald Bebout

BE IT REMEMBERED, That on this 11th day of July A.D. 1942, before me W. G. Jackson

Town Lot Deed Record, No. 30

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

a Notary Public in and for Madison County, Iowa, personally appeared R. B. Hunter and
Thedoshia McDonald Bebout to me known to be the persons named in and who executed the fore-
going instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL
SEAL

W. G. Jackson
Notary Public in and for Madison County, Iowa.