

Town Lot Deed Record, No. 26

R.B. & F.R. Hunter

To

Kenneth & Margaret Johnston

#3362

Fee \$ 1.70 ✓

Filed for record the 6 day of May

A.D. 1939 at 2:30 o'clock P.M.

Pearl E. Shetterly, Recorder

REAL ESTATE CONTRACT

THIS AGREEMENT, Made and entered into the 19th day of April, 1939, by R. B. and F. R. Hunter, Madison County, State of Iowa, party of the first part, and Kenneth Johnston & Margaret Johnston, of the County of Madison, State of Iowa, party of the second part, WITNESSETH:

Party of the first part, in consideration of the covenants and agreements hereinafter contained, hereby sells and agrees to convey to party of the second part the following described real estate situated in City of Earlham, Madison County, State of Iowa, to-wit:

Lot One (1) and the North Half of Lot Two (2) in Block One (1) of Academy addition to Earlham, Iowa.

for the sum of TWO THOUSAND AND NO/100 DOLLARS, payable as hereinafter mentioned.

And ~~the~~ party of the second part, in consideration of the covenants herein contained, agrees to and with the party of the first part to purchase all its right, title and interest in and to the real estate above described, and to pay therefor to the Equitable Life Insurance Company of Iowa (Party of the First Part), its successors, or assigns, of the office of the Company in the Equitable Building, at Des Moines, Iowa, the sum of TWO THOUSAND AND no/100 Dollars, in the manner following, to-wit: Two Hundred and no/100 Dollars on the execution of this contract, receipt thereof being hereby acknowledged, and the balance of EIGHTEEN HUNDRED AND NO/100

DOLLARS as follows:
FOURTEEN AND 25/100 DOLLARS (\$14.25) per month for One Hundred Eighty (180) months.
First payment of FOURTEEN AND 25/100 DOLLARS (\$14.25) due May 1, 1939 and FOURTEEN AND 25/100 DOLLARS (\$14.25) due on the first day of each month thereafter.

These payments include the payment on principal and interest. with interest Included in monthly payment at the rate of 5 per cent per annum on all such sums as shall remain unpaid, payable193... and.....annually on.....in each year thereafter until the principal sum is fully paid. Interest and principal past due shall draw interest at the rate of 7% from maturity. Second party to have the privilege of paying \$100.00, or any multiple thereof, in excess of payment due on the contract on any interest pay date.

And it is further agreed that the first party will, when the principal amount due on this contract, and all interest due thereon, has been paid down to the sum of ONE THOUSAND AND no/100 DOLLARS, and there are no delinquent taxes, and upon delivery of the note and mortgage herein-after mentioned, execute and deliver to the said party of the second part a Warranty Deed with the usual covenant of warranty, conveying the above described real estate in fee simple, free from all liens and encumbrance to the date of this contract exceptand furnish the said second party an abstract of title to said premises showing a merchantable title to the date of this contract, and the second party agrees to and shall concurrently with the delivery of said

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Deed, and in payment of balance due on this contract, execute and deliver to first party his promissory note for ONE THOUSAND AND NO/100 DOLLARS, payable monthly after date with interest at 5 per cent payable annually with privilege of paying \$100.00 or multiple thereof on any interest pay date, and at the same time second party shall execute, his wife joining therein if married, and deliver to first party a first mortgage upon said real property securing said promissory note, which said mortgage shall be on the regular form in use by first party and shall otherwise be in such form as shall be approved by Attorney for ~~the~~ first party. The abstract shall, after examination, be returned to and retained by first party until final payment/for said real property.

First party shall pay all general taxes which become due and payable during the calendar year 1939 Second Party shall pay the general taxes due January 1, 1940 and thereafter. Second Party agrees to pay as they become due, all special taxes or assessments that may be levied or assessed against the above described property after the date of this Contract.

Second Party agrees to pay all taxes and assessments for which he is obligated under this Contract before they become delinquent, and shall, upon demand, deliver to First Party each year, receipt showing the payment of such taxes and assessments.

And second party further agrees thatwill keep the buildings now erected^{or hereafter to be erected} on said premises insured against loss by both fire and tornado, for the benefit of the first party, its successors or assigns, as long as this contract shall remain a lien upon said premises, in the sum ofDollars, in one or more companies acceptable to first party, and will deliver said policies to first party. In case second party shall fail to pay the taxes or assessments as hereinbefore provided or fails to keep the property insured as herein provided, first party may, at its option, pay said taxes and assessments and cause the property to be insured, and all payments so made by first party for taxes or insurance, together with interest at Seven Per Cent from the date of payment, shall be deemed to be part of the indebtedness owing first party and this contract shall be security therefor.

It is further agreed that time is of the essence of this contract, and that the performance of each and every of the covenants and agreements of the party of the second part herein contained is as much the consideration of this contract and condition precedent as the payment of the purchase money aforesaid; and it is further agreed that the stipulations herein are to apply to and bind the heirs, successors, administrators and assigns of the respective parties, and all transferees or assigns shall be held to be personally liable for the above sums of money and all agreements made herein by said second party.

But in case the said Second Party fails to make the payments aforesaid, either principal or interest, or any part thereof, as the same becomes due, or fails to pay the taxes and assessments, or any part thereof, levied upon said property or assessed against second party, before they or any of them becomes delinquent, or fails to keep the property insured as herein stated, or shall use the premises for an unlawful purpose or permit the same to be so used, or commits waste, or abandons the above described property, or shall fail to keep the improvements on said property in a reasonable state of repair, or fails to perform any of the agreements herein made or required, then, in either of said cases, the party of the first part shall have the right, at its option, to declare this contract null and void, in which case all the rights and interest hereby acquired by party of the second part shall be forfeited and the property shall revert to the party of the first part without right of said second party to reclamation or compensation for money paid or improvements made, such payment or improvements being deemed compensation for the use of said premises or as liquidated damages for the breach of this contract, and upon completion of notice of forfeiture, second parties agree to vacate the premises. Notice of intention to declare this contract null and void shall be given in the

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WATT PARKOFF & SONS CO., WATERLOO, IOWA D39740

manner as provided in Chapter 527 of the Code of Iowa.

First party reserves the right and option, in the event that second party shall fail to pay the said purchase money, or any part thereof, or the interest thereon, when the same becomes due, or shall fail to pay the taxes upon said premises as above provided, to, at its, the first party's election, declare the whole amount of the said purchase money due and collectible at once and proceed by way of the foreclosure of this contract or in any manner authorized by law to enforce the collection of the full balance this declared due; and in case of such foreclosure it is stipulated that a receiver shall be appointed to take charge of said premises, to take possession of same, to rent the same, collect the rents, issues and profits therefrom, and after the expense of said receivership to apply the net balance to the payment of taxes, interest, and principal found to be due first party; and in the event that suit be instituted either for the collection of said money or any part thereof or for the recovery of possession of said premises, the second party agrees to pay a reasonable attorney's fee for the first party's attorney, same to be taxed as part of the costs in the case, and first party may procure abstract of title preparatory to said foreclosure, the cost of which shall be taxed as costs in the case.

All improvements placed upon said real estate by second party shall remain thereon and shall not be removed therefrom without the consent of the first party and shall pass upon forfeiture of this contract to the first party.

Second party agrees to accept the abstract of title now owned and held by first party for the land hereinabove described, which abstract first party will have continued at the option of second party either to the date of this contract or date when deed is to be made to second party.

First party agrees to keep the buildings now on said above described land insured against loss by fire and tornado until possession thereof is taken by second party, and in the event that the improvements or any part thereof on the above described real estate are damaged or destroyed by fire or tornado prior to theday of March, 193..., second party agrees to accept in full settlement for said damage or loss the insurance adjustment made therefor.

This contract shall not be binding upon first party until approved by its Finance Committee and executed by a duly authorized officer of the Company.

Party of the second part shall have possession of the above described premises on the 15 day of March 1939.

R. B. Hunter
F. R. Hunter

Party of the First Part

Kenneth Johnston

Party of the Second Part

Margaret Johnston

Present address of Second Party

STATE OF IOWA, MADISON COUNTY (ss:)

On this 26th day of April A.D. 1939, before me, the undersigned, a Notary Public in and for the County of Madison, State of Iowa, personally appeared R. B. & F. R. Hunter and Kenneth & Margaret Johnston, 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

Leonard E. Welch
Notary Public in and for Madison County, State of Iowa.
My commission expires July 4, 1939.