

J. E. Dodds, Trustee

#3796

Filed for record the 1 day of June
A.D. 1939 at 2:50 o'clock P.M.
Pearl E. Shetterly, Recorder

To

Fee \$ 1.00 ✓

Lewis Johnson et al

LAND CONTRACT

THIS AGREEMENT, Made this 20th day of October A.D. 1938 between J. E. Dodds, (Trustee of the Smith Lumber Co.) of the County of and State ofparty of the first part, and Lewis Johnson 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:

Lot 2 Block 2 in the Beaver & Patton's Addition to St. Charles, Iowa.
for the sum of Seven Hundred & No/100 DOLLARS, payable as hereinafter mentioned. And the said 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 Seven Hundred & No/100 DOLLARS, and to pay said sum therefore to first party, his heirs or assigns, as follows:

Ten & No/100 dollars, on the execution of this agreement, and the balance of Six Hundred Ninety & No/100 dollars, as follows, to-wit: Ten (\$10.00) Dollars on the 1st day of November, Twenty (\$20.00) Dollars on the 1st day of December_and Twenty (\$20.00) Dollars on the 1st day of

Madison County, Iowa

January 1939, then Ten (\$10.00 Dollars on 1st day of February and Ten (\$10.00) Dollars on the 1st day of the month thereafter until the sum of Six Hundred Ninety Dollars shall be paid. The party of the second part is to keep the Dwelling insured for \$700. against fire, Tornado & Hail. Second party waive right to stay in case of Foreclosure of contract. Payment of entire balance of principal may be made at any time and any excess payment above the agreed \$10.00 per month shall be credited on the principal.

with interest from date possession is given, at the rate of 6 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 save only a loan on said property for \$to..... which loan second party is to assume payment of in the deed to be made hereinunder with all interest thereon after March 1st 19... to which time first party agrees to pay the same, 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 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 shall forfeit all payments made by him on this contract, and first party this contract shall be forfeited and determined and second 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

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 ofdollars, which sum may be recovered by an action hereon, with all attorneys 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.

Emma Bailey

J. E. Dodds, Trustee
Lewis Johnson
Ed Bailey

STATE OF NEBRASKA, Douglas County)ss:

On this 22nd day of October A.D. 1938 before me personally appeared J. E. Dodds, Trustee 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 purpose therein specified.

Eunice A. Lind
Notary Public in and for said County