

Town Lot Deed Record, No. 26

B. N. Campbell	#4502	Filed for record the 15 day of July A.D. 1939 at 9:50 o'clock A.M.
To	Fee \$1.80 ✓	Pearl E. Shetterly, Recorder
Vietta Blazer		

LAND CONTRACT

THIS AGREEMENT Made this 14th day of November A.D. 1938 between B. N. Campbell of the County of Madison and State of Iowa party of the first part, and Vietta Blazer of the County of ----- 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;

South Half of Lot One, Block Thirty of the
Original Town of Winterset, Iowa,

for the sum of Eight Hundred and 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 Eight Hundred and no/100 DOLLARS, and to pay said sum therefore to first party, his heirs or assigns, as follows: Fifty and no/100 dollars, on the execution of this agreement, and the balance of Seven Hundred Fifty and no/100 Dollars as follows, to-wit: \$750.00 cash on December 15th, 1938 when Warranty Deed will be executed and delivered and possession given.

Madison County, Iowa

with interest from date possession is given, at the rate ofper 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 including the 1938 taxes due Jan. 1, 1939 save only a loan on said property for \$to..... which loan second party is to assume payment of in the deed to be made hereunder 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, this contract shall be forfeited and determined, and second party shall forfeit all payments made by him on this contract, and first 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 Security Loan & Abstract Co., Winterset, Iowa.

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 of ---dollars, 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.

B. N. Campbell
Vieta Blazer

November 15, 1938.

The undersigned parties to the Land Contract dated November 14th, 1938, hereby state and agree that it is understood that the North line of the property described in said contract is and shall be on a line due East and West with the center of the garage now located on the Lot described in said Contract, and that the deed conveying the property sold shall be made accordingly.

This Supplemental Agreement is hereby attached to and made a part of said Contract.

B. N. Campbell
Vieta Blazer