

Town Lot Deed Record, No. 26

MATT PARROTT & SONS CO., WATERLOO, IOWA B39740

James Guiberson

#6724

Filed for record the 21 day of November
A.D. 1939 at 9:35 o'clock A.M.
Pearl E. Shetterly, Recorder
Wilma M. Wade, Deputy

To

Fee \$.80 ✓

L.M. Hymes

C O N T R A C T

THIS AGREEMENT made and entered into this 20th day of November 1939, by and between J. H. Guiberson of the County of Madison and State of Iowa, Party of the First Part, and Lawrence Hymes of the County of Madison and State of Iowa, Party of the Second Part, WITNESSETH:

That in consideration of the sum of \$600.00, the Party of the First Part, upon the performance of the agreements by the Party of the Second Part hereinafter mentioned, agrees to sell to the Party of the Second Part, the following described real estate situated in the County of Madison and State of Iowa, to-wit:-

A tract of land beginning at a point on the North line of the right of way of the C. R. I. & P. R. R. at the intersection therewith of the East line of East 10th Street in the City of Winterset, Iowa, said point being at or near the Southwest corner of the Northeast Quarter ($\frac{1}{4}$) of Section Thirty-one (31), in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., and running thence North along the East line of East 10th Street 258 feet to a point opposite the South line of Filmore Street in said City, thence East 69 rods to a point 254 feet North of the North line of said Right of Way, thence South to the North line of said Right of Way, thence West along said Right of Way to the place of beginning.

The Party of the Second Part hereby agrees to purchase said premises, and pay therefor the sum of \$600.00, at the office of the Party of the First Part in Winterset, Iowa, in the manner following to-wit:- \$50.00 upon the execution of this agreement, receipt of which is hereby acknowledged, and \$50.00 on said purchase price on January 1, 1940, and \$12.50 on the 1st day of February 1940, and \$12.50 on the 1st day of each and every month thereafter until the full amount of said purchase price is paid, with interest on all deferred payments at the rate of 5% per annum.

Possession to said premises to be given to the Party of the Second Party on the 1st day of January 1940, and thereafter so long as he shall perform the obligations of this contract.

That Second Party hereby agrees that he will not alienate or encumber said property in any manner whatsoever without the consent of First Party. That the Party of the Second Part will keep all taxes and special assessments levied against said property promptly paid.

IT IS FURTHER AGREED that when the amount of \$300.00 has been paid by the said Second Party that First Party will execute and deliver to him a Warranty Deed of conveyance to said property, and deliver to him an abstract of title showing good merchantable title to the said premises.

IT IS FURTHER UNDERSTOOD that time being the essence and important part of this contract, that failure of the said Second Party to promptly pay any of the installments herein provided, shall cause said contract to be forfeited, and said First Party shall have the right to declare a forfeiture of this contract as provided by the statutes of the State of Iowa.

IT IS FURTHER UNDERSTOOD AND AGREED that failure of Second Party to make payments as afore-said, either principal or interest as the same become due, or failure to pay taxes and assessments on said property before they become delinquent, or cause any liens or judgments to be placed thereon, shall cause all of said payments to become due.

WITNESS our hands the day and date first above written.

James Guiberson
PARTY OF THE FIRST PART
L. M. Hymes
PARTY OF THE SECOND PART

STATE OF IOWA MADISON COUNTY, SS:

On this 20th day of November A.D., 1939, before me, a Notary Public in and for Madison County, Iowa, personally appeared J. H. Guiberson and Lawrence Hymes, 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.

NOTARIAL
SEAL

Dorothy D. Longenecker
Notary Public in and for said County.