

Fred R. Hunter

To

Allen Trueblood

#983

Fee \$.80

Filed for record the 12 day of February
A.D. 1940 at 2:40 o'clock P.M.

Pearl E. Shetterly, Recorder

LAND SALE CONTRACT

THIS ARTICLE OF AGREEMENT, Made and entered into this 25th day of October, 1939, by and between Fred R. Hunter of Earlham, County of Madison, State of Iowa, party of the first part, and Allen Trueblood, of Earlham, County of Madison, State of Iowa, party of the second part, WITNESSETH, That in consideration of the sum of Two Hundred and no/100 DOLLARS (\$200.00), the party of the first part has this day sold to the party of the second part the following described property, situated in the City of Earlham County of Madison, State of Iowa, to-wit:

The East Ninety Five Feet (E. 95 Ft.) of Lot Two (2) in Block
Four (4) of Academy Addition to the Town of Earlham, Madison County
Iowa.

And in consideration of the said property, the party of the second part does agree to pay to the party of the first part the sum of Two Hundred and no/100 Dollars (\$200.00) at the Hunter Motor Co, Earlham Iowa in the manner following, viz: Fifty and no/100 Dollars, (\$50.00), on the execution of this contract, the receipt whereof is hereby acknowledged. And the remaining sum of One Hundred Fifty and no/100 Dollars (\$150.00), to be paid as follows: \$5.00 due December 1, 1939 and \$5.00 due on the First day of each month thereafter until paid in full, with interest at 6%. It is agreed that all taxes and interest are to be paid by the Party of ~~the~~ Second Part. at the time that a good and sufficient warranty deed and merchantable abstract of title to the said property is made and delivered to the party of the second part by the party of the first part or his representative, which deed and abstract the party of the first part agrees to furnish and deliver to the party of the second part at theEARLHAM, IOWA on or before the When the contract is paid in full.

And the party of the first part to give full possession of said property to the party of the Second part on or before the 16th day of November, 1939; and it is agreed and understood that the party of the first part shall not remove from the said premises, burn or destroy in any way after the date of this contract, any buildings, fences, boards, posts, wire, or any other articles either useful or ornamental, belonging to and forming a part of the said premises, except

If the said Allen Trueblood fails to make two consecutive payments he agrees to give full

Madison County, Iowa

and immediate possession of property within 30 days and forfeit all payments made on same.

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 19... Party of the first part agrees to pay the taxes of, due... And it is expressly agreed by and between the parties hereto, that the time and times of payments of said sums of money, interest and taxes as aforesaidis 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, this agreement shall be void and of no effect, and 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 or improvements made hereunder, shall on all such defaults, 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 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 Warranty Deed of said premises, as above agreed, and Abstract of Title showing a merchantable recorded title.

WITNESS OUR HANDS, the day and year above written.

COMPARE

Fred R. Hunter
Allen Trueblood