

Madison County, Iowa

Nora Voshell et al	#1818	Filed for record the 22 day of March
To	Fee \$.70 ✓	A.D. 1940 at 10:50 o'clock A.M.
James P. Welch		Pearl E. Shetterly, Recorder

REAL ESTATE CONTRACT

This agreement made this 22 day of February, A.D. 1940, by and between Mrs. Nora Voshell, Mrs. Hattie Davis, Mrs. Mary Trustee, Mrs. Virgie Moore, and Emma Prohaska of Earlham, Madison County, Iowa, hereinafter called parties of the first part, and James P. Welch, of Earlham, Madison County, Iowa, hereinafter called the party of the second part, witnesseth:

WHEREAS, parties of the first part are owners and holders of the following described real property to the extent of a four sevenths (4/7) to be more accurately stated as hereinafter set forth, said property described, to-wit:

The West Seventy-five feet (75) of Lot One (1)
Block Nine (9) of Wilson's Addition to the
Town of Earlham, Madison County, State of Iowa.

WHEREAS, party of the second part is desirous of purchasing said real estate of the first parties as above described.

Now therefore, it is agreed by and between the parties hereto as follows, to-wit:

Town Lot Deed Record, No. 26

MATT PARROTT & SONS CO., WATERLOO, IOWA B38740

The parties of the first part in consideration of the agreements herein made by the parties of the second part and to be performed by him, hereby agree to sell and convey unto the said second party who agrees to purchase the interest of the first parties as hereinafter set forth and determined in the following described real property, to-wit:

The West Seventy-five feet (75) of Lot One (1)
Block Nine (9) of Wilson's Addition to the Town
of Earlham, Madison County, State of Iowa,

for the sum of \$457.15 for a 4/7ths interest therein, said sum being based on a 7/7ths, or full fraction, being and having the value of \$800.00. Said sum of \$457.15 to be deposited with W. G. Jackson as trustee who shall deliver said sum to the first parties upon approval by second party of abstract and deeds to him for said property showing good and merchantable title to said 4/7ths interest.

It is further agreed and understood by and between all parties to this contract that if said abstract shows an increase or a decrease in ownership of the first parties other than the 4/7ths interest above stated, then such increase or decrease shall be adjusted on the basis of ownership to the sum of \$457.15 as said sum of \$457.15 bears to the sum of \$800.00, and all or any adjustment shall be made on the basis or any proportionate that 4/7ths share in the sum of \$457.15 bears to said sum of \$800.00.

It is further agreed by and between all parties that W. G. Jackson as trustee as above stated shall pay to first parties or refund to said second party upon the basis of ownership in relation to stipulated price as heretofore to be determined and set forth.

First parties agree to convey said real property to second part free and clear of all liens and encumbrances whatsoever insofar as their respective share or interest in ownership in said property shall be to the date of the execution of this contract. First Parties further agree to convey by warranty deed and furnish an abstract of title showing good and marketable title to their interest therein, which said abstract second parties may obtain for examination by their attorney, first parties being entitled to possession of said abstract at all other times.

First parties herewith agree to assign all insurance on said place, their ownership of a water meter now in use, and floor covering to said second party as further consideration of this agreement. Possession to be given March 1, 1940.

Said first parties shall pay taxes on said property that are now due and payable.

It is further agreed by and between the parties hereto that this contract and the provisions contained herein shall be binding upon all their heirs, assigns, and legal representatives of any kind or nature whatsoever.

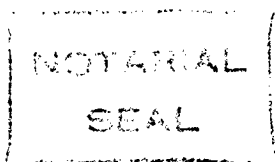
James P. Welch
Second Party

Nora Voshell
Mary Trustee
Hattie Davis
Virgie Moore
Emma Prohaska
(First Parties)

STATE OF IOWA MADISON COUNTY)ss.

On this 22nd day of February, A.D. 1940, before me H. Claude Peer a Notary Public in and for the County of Madison, State of Iowa, personally appeared Mrs. Nora Voshell, Mrs. Hattie Davis, Mrs. Mary Trustee, Mrs. Virgie Moore and Emma Prohaska, parties of the first party and James P. Welch, party of the second part, 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.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.



H. Claude Peer Notary Public
in and for Madison County, Iowa.