

MATT PARROTT & SONS CO., WATERLOO, IOWA 538740

H. Claude Peer

#1803

Filed for record the 22 day of March
A.D. 1940 at 9:35 o'clock A.M.

To

Fee \$.50 ✓

Pearl E. Shetterly, Recorder

H. W. Trustee & Wife

REAL ESTATE CONTRACT

This agreement entered into by and between H. Claude Peer (single) of Earlham, Madison County, Iowa, hereinafter named as the party of the first part, and H. W. Trustee and his wife, Mary Trustee, of Earlham, Madison County, Iowa, hereinafter named as the parties of the second part on this 23rd day of February, A.D. 1940, Witnesseth:

Whereas: party of the first part^{is} owner in fee simple of the following described premises

Madison County, Iowa

and being desirous of selling the same, to-wit:

The East Twelve (12) Rods of Block Ten (10) in
Wilson's Addition to the Town of Earlham, Madison
County, Iowa.

WHEREAS: parties of the second part are desirous of purchasing aforesaid described real property,

NOW THEREFORE, party of the first part in consideration of the promises and agreements extended hereinafter by the second parties and said parties exchanging their mutual promises, therefore the first party hereby sells and the second parties agree to purchase the following described real property, to-wit:

The East Twelve (12) Rods of Block Ten (10) in
Wilson's Addition to the Town of Earlham, Madison
County, Iowa,

for the consideration of \$400.00 in the times and manner, viz., \$100.00 on the signing of this agreement which said sum is hereby acknowledged; \$50.00 on the giving of possession of said premises to second parties, which first party agrees to do as rapidly as legally possible, and the sum of \$250.00 by paying the sum of \$10.00 on the fifth of each month, said payments to begin and commence 30 days after possession is given to second party until said sum is fully paid.

It is further agreed by and between said parties that purchaser as further consideration of this agreement assumes to pay the 1939 taxes due and payable in 1940, and all taxes thereafter.

The first party upon the completion of this agreement by second parties agrees to execute and deliver a good and just deed transferring all of his interest in fee simple to second parties, but second parties agree to take same without an abstract of title.

It is further agreed by and between the parties that this agreement is binding upon their respective heirs, assigns, and legal representatives.

The second party reserves the right to pay \$10.00 or any multiple thereof upon any payment date.

H. W. Trustee
Mary Trustee
(Second Parties)

H. Claude Peer
(First Parties)

State of Iowa Madison County)ss.

On this 23rd day of February, A.D. 1940, before me personally appeared H. Claude Peer, party of the first part, H. W. Trustee and his wife, Mary Trustee, parties of the second part, to me known to be the identical persons named therein and who executed the foregoing instrument

and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL
SEAL

Anna Corman Notary Public
in and for Madison County, Iowa.