

Madison County, Iowa

Home Owners' Loan Corp.

#810

Filed for record the 3 day of February *
A.D. 1941 at 9:25 o'clock A.M.

To

Fee \$ 1.30 ✓

C. O. Rush

Pearl E. Shetterly, Recorder
Wilma M. Wade, Deputy

AGREEMENT FOR SALE OF REAL ESTATE

Property Management No Iowa A-807 PO
Street and Number: 310 S. 7th Street,
City and State: Winterset, Iowa

We hereby agree to purchase from Home Owners' Loan Corporation, a corporate instrumentality

Town Lot Deed Record, No. 26

MATT PARROTT & SONS CO., WATERLOO, IOWA 53970

of the United States of America, hereinafter called the Seller, the following described real property, situated in Madison County, Iowa, to-wit:

Lots One (1) and Two (2) of Block Eighteen (18) of Laughridge and Cassidy's Addition to the Town of Winterset, Madison County, Iowa.

The Purchaser agrees to accept this property in its present "as is" condition and will not require the HOLC to make any changes, alterations or repairs at any time hereafter. The Purchaser also agrees to make any preservative repairs necessary at any time hereafter to protect the Corporation's security. on the following terms and conditions:

Purchase Price	\$700.00
Cash herewith	\$ 35.00
Cash at the time of execution of Installment Contract	\$ 35.00
Balance of purchase price by installment contract in the sum of	\$630.00

with interest on unpaid balance at $4\frac{1}{2}$ per cent per annum, principal and interest payable as follows: \$5.00 thirty days from date of closing sale and \$5.00 each month thereafter, for not exceeding fifteen years, until entire balance is paid.

All regular taxes on the property due and payable in 1940 are to be paid by Seller.

All special assessments are to be paid by Buyer, except those installments which are delinquent May 24th, 1940, which Seller is to pay.

All subsequent taxes and special assessments are to be paid by Buyer.

In addition to all other sums payable by me under the terms of this agreement, I agree to pay to you, at each interest or principal payment date, such amounts as you may determine necessary to enable you to pay taxes, assessments, insurance premiums and other charges required to be paid by me, all pursuant to your rules and regulations; and the installment contract to be executed by me hereunder on your approved form shall so provide.

It is understood that no representations made by the Seller or its agents in the negotiation of this sale are being relied upon unless incorporated herein in writing.

The Seller agrees to furnish to the Buyer for examination an abstract of title, certified to date within fifteen days from the date of the acceptance hereof by the Seller. The Buyer is to have ten days thereafter within which to examine the same and return to the Seller with any requirements concerning defects in the title. The Seller is to have ten days thereafter in which to ascertain whether such defects can be cured, and after such defects are cured the Buyer is to have ten days in which to consummate the purchase.

Possession shall be delivered to the Buyer at the time of the execution and delivery of the Installment Contract herein referred to.

The Buyer has paid to the Seller \$35.00 as a deposit which shall be retained by the Seller as liquidated damages in the event this offer is accepted by the Seller and the Buyer fail or refuse to make the payments and perform the covenants on his part to be made and performed herein. If the title is not good and sufficient, or if this offer is rejected by the Seller, the Seller shall return the above-mentioned deposit to the Buyer, without interest, and said deposit may be returned by Seller's check, and upon the return of such deposit, all of Seller's obligations hereunder shall be at an end.

It is agreed that any and all instruments used in connection with the transaction shall be on forms approved by the Home Owners' Loan Corporation, ~~and the Buyer~~, and the Buyer agrees to meet with Seller's representatives at the time and place designated by Seller to execute such instruments.

Acceptance hereof shall be consummated only by delivering or mailing to the Buyer a copy hereof, duly executed by the seller in the space provided therefor.

IN WITNESS WHEREOF, the Buyer has hereunto set his hand this 24th day of May 1940.

Dean L. Carey
Contract-Sales Broker

C. O. Rush

Winterset, Iowa PLP

The Seller, Home Owners' Loan Corporation, hereby accepts the foregoing offer and agreement,

acknowledges receipt of said deposit of \$35.00, and agrees hereby to sell and convey the property

Madison County, Iowa

described herein, subject to and upon each and all of the terms, conditions and provisions in said offer and agreement contained. This agreement is not assignable by the Buyer without the written consent of the Seller.

Dated this 8th day of June, 1940.

RIDER

Home Owners' Loan Corporation
By: A. I. Madden
A. I. Madden, Ass't. State Mgr.
in Charge of Property Management. Title

This rider is attached to and is hereby made a part of that certain Agreement for Sale of Real Estate, dated May 24th, 1940, covering the real property designated as PM-Iowa A-807 PO executed by the undersigned and hereafter referred to as "said instrument." This rider is executed by the undersigned at the time of execution of said instrument by the undersigned and evidences the covenants and agreements following on the part of the undersigned:

Notwithstanding any of the terms or provisions of said instrument to the contrary, it is hereby agreed that (a) at the time the sale of said property is consummated or closed, the undersigned shall, at the expense of the undersigned, furnish and deliver to Home Owners' Loan Corporation (hereinafter called "Corporation"), or to its representative, a policy or policies of insurance, in such form and amount or amounts as the Corporation shall require and issued by an insurer or insurers satisfactory to the Corporation, insuring said property for a term not less than three years against such casualties or risks as the Corporation shall designate, together with a receipt or receipts or other evidence of payment of the premium or premiums therefor satisfactory to the Corporation, and (b) if for any reason the insurance policy or policies so furnished to the Corporation and/or the evidence of payment of the premium or premiums therefor shall be unsatisfactory to the Regional Manager of the Corporation upon their presentation to him, then the undersigned shall, upon demand, furnish and deliver to the Corporation, at the expense of the undersigned, such other or additional insurance policy or policies covering said property and/or such other or additional evidence of payment of the premium or premiums therefor as such Regional Manager may require.

COMPARED

C. O. Rush

RECEIVED
JUN 5 1940
1:45
PROPERTY
MANAGEMENT
DIVISION
S.D.