

MATT PARROTT & SONS CO., WATERLOO, IOWA B39740

Virgil Adams
To
Alice M. & Claire Thomas

#932
Fee \$1.00 ✓

Filed for record the 6 day of February
A.D. 1941 at 2:45 o'clock P.M.
Pearl E. Shetterly, Recorder

LOT CONTRACT

THIS CONTRACT, Entered into between Virgil Adams, andAdams, husband and wife, herein-

Madison County, Iowa

after designated as the seller, and Mrs. Alice M. Thomas and Claire Thomas, hereinafter designated as the buyer;

WITNESSETH: That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the seller hereby agrees to sell unto the buyer, Lot ... in Block in the land and lots described below,..... addition to the Town of Macksburg, County of Madison, State of Iowa, for the sum of Five Hundred and Fifty and No/100 (\$550.00) DOLLARS, on which the buyer has paid Fifty and No/100 (\$50.00) Dollars. And the buyer, in consideration of the premises, hereby agrees to pay the seller, at the office of in Macksburg, Iowa, Iowa, the following sums, at the times named below, time being the essence of this agreement.

The real estate sold and purchased is described as follows:-

Lots 64, 65, 66, 67, 68, and 69 in the Original Town of Macksburg, Iowa, and Lot One (1) in Barker's First Addition to the Town of Macksburg, Iowa.

Purchaser to pay the balance at the rate of Ten and No/100 (\$10.00) Dollars per month beginning the First of October, 1940, and to continue each month until paid for in full.

And the buyer agrees to pay all taxes and assessments imposed on said premises, when ~~the~~ same become due and payable, and further agrees that all improvements now thereon, or hereafter placed upon said premises shall remain thereon and shall not be removed before final payment be made for said premises.

In case the buyer or assigns shall pay the several sums of money aforesaid punctually, and at the times specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, then the seller will make unto the buyer or assigns, (Upon request and surrender of this Contract at the office of Macksburg, Iowa,) a deed, conveying said premises in fee simple, with the ordinary covenants of warranty, excepting however, from the operation and subject matter of said covenants, the before mentioned taxes and assessments, and all liens and incumbrances created or imposed by said buyer or assigns.

But in case the buyer or assigns shall fail to make the payments aforesaid, or any of them punctually, or to perform and complete each or any of the agreements and stipulations aforesaid then this Contract shall at election of the seller, be null and void, and all rights and interests hereby created or then existing in favor of the buyer or assigns, or derived under this contract, shall cease and determine, and the premises hereby contracted shall revert to and re-vest in the seller (without any declaration of forfeiture, or act, or re-entry, or without any other act by said seller to be performed, and without any right of said buyer or assigns for reclamation or compensation for moneys paid or improvements made), as absolutely, fully and perfectly as if this contract had never been made. But no forfeiture shall be declared without the notice provided by the laws of Iowa.

It is agreed that in event the buyer shall be sick and on that account unable to follow his usual vocation and shall furnish a certificate of a physician as to such sickness, satisfactory to the seller, the payments shall be suspended during the continuance of such disability, but in no event shall the payments be suspended at any one time for more than three consecutive months.

And it is further stipulated that no assignment of this Contract or of the premises shall be valid unless the same shall be executed and endorsed hereon, or permanently attached hereto by the buyer and his wife (if he has one) and countersigned by the seller, and that no agreements or conditions or relations between the buyer and his assignee, or any other person acquiring title, lien or interest from or through him shall preclude the seller from the right to convey the premises to the buyer or assigns, on the surrender of this agreement and the payment of the unpaid portion of the purchase money which may be due to the seller.

Grantor is to furnish abstract furnished to him, but is not to have it continued down to

Town Lot Deed Record, No. 26

MATT PARROTT & SONS CO., WATERLOO, IOWA B39740

date.

Signed in duplicate this 17th day of July, 1940.
Before, me, Helen Maxwell, a notary Public in
and for Polk County, Iowa personally appeared Alice M.
Thomas and Claire Thomas, to me known to be said
persons, who depose and say that they signed the above
of their own free will and accord.
(Notarial Seal)

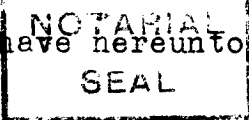
Alice M. Thomas
Claire Thomas
Virgil Adams.

Helen Maxwell Notary Public

STATE OF IOWA, Madison County)ss.

On this 20th day of July A.D. 1940, before me, the undersigned, a Notary Public within and
for Madison County, State of Iowa, personally came Virgil Adams personally to me known to be
the identical person who__ name ...affixed to the above instrument as grantor and acknowledged
the execution of the same to be a voluntary act and deed for the purposes therein expressed.

In TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the date
last above written.



S. A Hays. Notary Public
Within and for Said County

Paid	July 17, 1940 -	50.00	"	Dec 1st	"	-	\$10.00
"	Oct. 1st 1940 -	\$10.00	"	Jan 2d	"		\$10.00
"	Nov 1st 1940 -	\$10.00	"	Feb 1st	"		\$10.00