

Deed Record, No. 82, Madison County, Iowa

Carold Rinard

#2879

Filed for record the 25 day of June
A.D. 1946 at 3:25 o'clock P.M.To
IOWA POWER AND LIGHT COMPANY

Fee \$.50

Pearl E. Shetterly, Recorder

EASEMENTLocated in:
State of Iowa
County of Madison
Township 77 North
Range 27 West of 5th P.M.
Section 13

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of One Dollars (\$1.00), in hand paid by the IOWA POWER AND LIGHT COMPANY, a corporation, receipt which is hereby acknowledged, the undersigned Carold Rinard do hereby grant unto the said IOWA POWER AND LIGHT COMPANY the right to construct, maintain and operate an electrical supply line, and the poles and other necessary equipment, upon, over, along and across certain real estate described below, together with the right to enter upon the said real estate, for the purpose of constructing, maintaining or removing said line, and the right to trim or remove, with reasonable care, such trees as may interfere with the proper maintenance or operation thereof.

Beginning at the Northeast Corner of Section 13, thence South along the East Edge of said Section, a distance of approximately One-fourth ($\frac{1}{4}$) Mile, thence continuing in a South-westerly direction to highway running North and South through the center of said Section Thirteen (13), Township 77 North, Range 27, West of the 5th P.M., Madison County, Iowa.

This is on condition that the IOWA POWER AND LIGHT COMPANY will repair or pay for any damage which may be caused to crops, fences, or other property of the undersigned by the

*For Release of Easement
see Deed Rec. 118, 669*

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reasonable sum of money sufficient to protect him against any default that first party might make relative to said abstract, but second party agrees to pay the balance of the purchase price in the manner stated in this contract. And it is agreed that the time of payment, possession and properly executed deed for said premises as hereinbefore specified is the essence of this contract. And in case second party fails to make said payments or any part thereof or to perform any of the covenants on his part hereby made and entered into, this contract shall be forfeited and determined, and second party shall forfeit all payments made by him on this contract, and first party shall have the right to re-enter and take possession of the premises aforesaid. But if such sums of money, except the amount, if any, retained because of the agreement as to the abstract are paid as aforesaid, the first party on receiving said money, will execute and deliver, at his own cost and expense, a Warranty Deed conveying title to said premise as above agreed. This contract is to be performed at Office of Secruity Loan & Abstract Co., Winterset, Iowa,

Said parties further agree, that if either party makes default in, or refuse or neglects to comply with the conditions hereof, such party shall forfeit to the party ready, willing and offering to comply herewith at the time and place agreed on the sum of ... dollars, which sum may be recovered by an action hereon, with all attorneys fees and costs incident thereto as damages for the loss, expense, inconvenience and delay occasioned thereby and incident thereto only, and such damages shall not constitute nor be construed as a waiver of right to demand and enforce specific performance of this contract.

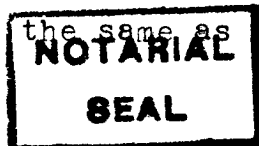
It is agreed that any action for damage as above specified shall be brought in the county wherein this contract is to be performed. Witness our hands the date first herein written.

A. P. Wheeler
Brina B Wheeler

Cecil I. Parlee
Esther M. Parlee

STATE OF IOWA, Madison County.)ss.

On this 25 day of April A.D. 1946 before me personally appeared Cecil I. Parlee and wife Esther M Parlee and A. P. Wheeler & Wife Bryna B. Wheeler 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 for the purpose therein specified.



Harry F. Anderson
Notary Public in and for said County.