

Deed Record, No. 82, Madison County, Iowa

The Winterset Cemetery Improvement Association  
 To Robert C. & Cecelia Kinkade

#926  
 Fee \$1.60

Filed for record the 26 day of February  
 A. D. 1948 at 9:30 o'clock A. M.

Wilma M. Wade, Recorder

LAND CONTRACT

THIS AGREEMENT, Made this 25th day of February, A. D., 1948, between The Winterset Cemetery Improvement Association, of the County of Madison and State of Iowa, party of the first part, and Robert C. Kinkade and Cecelia Kinkade, his wife of the County of Madison and State of Iowa, of the second part, as follows:

The party of the first part hereby agrees to sell to the party of the second part, on the performance of the agreements of the party of the second part, as hereinafter mentioned, all its right, title and interest in and to the real estate situated in the County of Madison and State of Iowa, to-wit:

West Half of the Southwest Quarter of the Northwest Quarter ; and the West Half of the Northwest Quarter of the Southwest Quarter, of Section Twenty-Nine (29); and the Southeast Quarter of the Northeast Quarter, and the Northeast Quarter of the Southeast Quarter, and the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section Thirty (30); all in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P. M.

for the sum of Twenty-nine Hundred (\$2900.00) DOLLARS, payable as hereinafter mentioned. And the said party of the second part, in consideration of the premises, hereby agrees to and with the party of the first part, to purchase all its right, title, and interest in and to the real estate above described for the sum of Twenty-nine (\$2900.00) DOLLARS, and to pay said sum therefor to the party of the first part its heirs or assigns, or successors in interest, as follows: One Thousand (\$1,000.00) DOLLARS, on the execution of the agreement, and the balance of Nineteen Hundred (\$1900.00) DOLLARS, as follows, to-wit: Two Hundred (\$200.00) Dollars on January 1, 1949, and Two Hundred (\$200.00) Dollars on January 1, 1950, and on January 1, 1951, and on January 1, 1952, and on January 1, 1953, and on January 1, 1954, and on January 1, 1955, and on January 1, 1956, and on January 1, 1957, and a final payment of One Hundred (\$100.00) Dollars on January 1, 1958, (said payments being installments of principal, and the interest provided herein being in addition thereto) with interest from this date at the rate of four per cent per annum on all such sums as shall remain unpaid, payable annually, till all is paid. Interest on the unpaid amount up to January 1, 1949, will be paid on January 1, 1949, and thereafter the interest will run from January 1st to January 1st, payable annually. Delinquent interest will draw interest at four per cent.

And the party of the second part shall also annually pay all taxes and assessments that may accrue on said property as they become due or before they become delinquent, and including the tax for the year 1947, payable in 1948.

And it is expressly agreed by and between the parties hereto that the time and times of payment of said sums of money, interest and taxes as aforesaid is the essence and important part of the contract; and that if any default is made in any of the payments or agreements above mentioned, to be performed by the party of the second part, in consideration of the damage, injury and expense thereby resulting, or that may be incurred by or to the party of

For Assignment of Annexed Deed Record, See  
 Deed Record 84 Page 427  
 Jo. D. Vanpelt

For Assignment of Annexed Deed Record, See  
 Deed Record 86 Page 189  
 Robert C. Kinkade

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the first part thereby, this agreement shall be void and of no effect, and the party of the second part shall have no claim in law or equity against the party of the first part, nor to the above mentioned real estate, nor any part thereof, and any claim or interest, or right the party of the second part may have had hereunder, up to that time by reason hereof, or of any payments or improvements made hereunder, shall on all such defaults, cease and determine and become forfeited, without any declaration of forfeiture, re-entry or any act of the party of the first part. And if the party of the second part, or any other person or persons, shall be in possession of said real estate, or any part thereof, he or they will peacefully remove therefrom, or in default thereof he or they may be treated as tenants holding over unlawfully after the expiration of a lease, and may be ousted and removed as such. But if such sums of money, interest and taxes are paid as aforesaid, promptly at the time aforesaid, the party of the first part will, on receiving said money and interest, execute and deliver at his own cost and expense, a Warranty Deed of said premises, as above agreed, and Abstract of Title.

(This contract is continued on this sheet below the acknowledgment form.)

STATE OF IOWA County of Madison) ss.

On this 25th day of February, A. D. 1948, before me, Daniel J. Gallery, a Notary Public in and for the County of Madison, State of Iowa, personally appeared Robert C. Kinkade and Cecelia Kinkade, husband and wife, and Charles W. Aikins, Chas. Rowe and N. E. Hollen President Treasurer and Secretary, respectively, of The Winterset Cemetery Improvement Association to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(Notarial Seal)

Daniel J. Gallery Notary Public  
in and for Madison County, State of Iowa.

(Continued from above the acknowledgment form.) Seller will assign, without charge, to buyer, any insurance now in effect on the premises.

It is agreed by and between the parties hereto that the parties of the second part shall have the option to pay all or any multiple of one hundred dollars of the contract price on any installment payment date, in addition to the payment required to be paid by the terms of the contract on that date. It is agreed by and between the parties hereto that the parties of the second part shall carry fire and wind insurance on the buildings on the premises for their insurable value, to protect the seller to the extent of its insurable interest, as well as to protect the purchasers. It is understood and agreed by and between the parties hereto that a prior contract made between Clifford Cleland and Virginia Cleland, as purchasers, and The Winterset Cemetery Improvement Association, as seller, has been terminated and forfeited, and that said Clifford Cleland and Virginia Cleland, husband and wife, have made a quit claim deed to said Robert C. Kinkade, which shows that said Clifford Cleland and Virginia Cleland have no further claims to said real estate, and that if said Robert C. Kinkade carries out this contract and becomes entitled to deed to said premises, said Clelands shall have shown that they are willing that said Robert C. Kinkade should become the owner of said premises if he carries out this contract. It is understood and agreed that said Clelands have agreed with said Robert C. Kinkade that the brooder house and hay rope in the barn are to be left on the said premises and are to be considered part of the real estate. It is understood and agreed that John Cleland and wife have been living on said premises and that the seller does not agree to assume any burden of removing said John Cleland and wife from said premises, and that said second parties make this contract with that understanding that the seller gives said Robert C. Kinkade all rights of possession as of March 1, 1948, so far as the seller is concerned, except that the seller does not agree to assume any burden of removing said John Cleland and wife, or either of them, from said premises. It is understood and agreed that deed to said premises is to be made to said Robert C. Kinkade, when the terms of the contract are

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Acres-Blackmar Co. Burlington. 38000

completed, and that said Cecelia Kinkade is not to be named as a grantee, and said Cecelia Kinkade does not become the owner of a contract right in said real estate, but does agree to the terms of this contract. Dated this 25th day of February, 1948.

The Winterset Improvement Association,  
by Charles W Aikins, Pres  
Chas Rowe                   Treas  
N E Hollen                 Secretary

**COMPARED**

Robert C Kinkade  
Cecelia Kinkade