

Deed Record, No. 78, Madison County, Iowa

C. H. Dennis Referee

#5210

Filed for record the 25 day of September
A.D. 1941 at 2:30 o'clock P.M.

To

Fee \$ 1.10

Pearl E. Shetterly, Recorder

Edith R. Campbell

LAND CONTRACT

THIS AGREEMENT Made this 9th day of September A.D. 1941 between Charles Dennis, Sole Referee in the case of "Hindman vs: Shoff," being No. 17107, Equity, of the County of Madison and State of Iowa party of the first part, and Edith R. Campbell of the County of Polk and State of Iowa of the second part is as follows:

First party agrees to sell second party, on the performance of the agreements of second party as hereinafter mentioned, all the right, title and interest of the parties to said action in and to the real estate situated in the county of Madison and State of Iowa to-wit:

All that part of the Northwest Quarter ($\frac{1}{4}$) of Section Nine (9), Township Seventy-seven (77) North of Range Twenty-eight (28) West of the 5th P.M., Iowa, lying and being East of the Right of Way of the Chicago Rock Island & Pacific Railway Company, as the same runs through said quarter section, containing 90 acres, more or less.

for the sum of Eight Thousand & no/100 DOLLARS payable as hereinafter mentioned. And the said party, in consideration of the premises hereby agrees to and with the first party to purchase all his right, title and interest in and to the real estate above described for the sum of Eight Thousand & no/100 DOLLARS and to pay said sum therefore to first party, as follows: Seven Hundred & no/100 Dollars, on the execution of this agreement, and the balance of Seven Thousand Three Hundred & no/100 Dollars as follows, to-wit: \$7,300.00 cash on March 1, 1942, at which time possession will be given the said Party of the Second Part, and first Party will convey said premises to the Party of the Second Part by good and sufficient Referee's Deed, and deliver to the Second Party an abstract of title to said premises, approved by the District Court of Madison County, Iowa, brought down to March 1, 1942, showing good merchantable title, free and clear of all liens and encumbrances whatsoever.

That this contract is made subject to the approval of the District Court of Madison County, Iowa.

That if the buildings on said premises are not already insured in some reputable insurance company, First Party agrees to take out insurance on said buildings, in a sum not to exceed \$1500.00.

with interest from date possession is given, at the rate of five per cent per annum on all such sums as shall remain unpaid till all is paid. First party agrees to deliver said premises with all improvements thereon, on final settlement, under this contract in as good condition as the same are in at the present time, ordinary use and wear excepted. First party agrees to furnish abstract of title to the premises contracted, showing good merchantable title clear of all taxes or liens of every character. to which time first party agrees to pay the same, and when first party tenders to second party an abstract to said premises that second party will take same and examine it and return it to first party with all of his objections, if any, and that then first party shall have such reasonable time thereafter as is necessary, taking into consideration the nature and kind of objections made, to remedy and remove the same after which second party will accept said abstract without further objections; second party may retain out of the purchase price a 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

78-188 and
See Deed Rec 78-191
for Assignment of Contract

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ACRES-BLACKMAR CO., BURLINGTON, 23057

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 Referee's Deed conveying title to said premises as above agreed.

This contract is to be performed at Winterset, Iowa.

STATE OF IOWA, Madison County,)ss.

C H Dennis Referee
Edith R. Campbell

On this ... day of September A.D. 1941 before me personally appeared Charles _ Dennis, ~~Sole Referee~~, and Edith R. Campbell, 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 purposes therein specified.

NOTARIAL
SEAL

Phil R Wilkinson Notary Public
in and for said County.