

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON, 23097

The UNION CENTRAL LIFE
INSURANCE COMPANY
To

#5999

Fee \$3.20

Filed for record the 3 day of December
A.D. 1941 at 10:36 o'clock A.M.

Pearl E. Shetterly, Recorder

Guy Williams

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of October, 1928, by and between THE UNION CENTRAL LIFE INSURANCE COMPANY of Cincinnati, in the County of Hamilton and State of Ohio, party of the first part, and Guy Williams of Barney, in the County of Madison and State of Iowa, party of the second part, WITNESSETH:

FIRST.- That the said party of the first part, for and in consideration of Six Thousand (\$6,000) DOLLARS; to be paid as hereinafter agreed, and the faithful performance of the conditions and agreements hereinafter expressed on the part of the party of the second part to be performed, kept and fulfilled (the performance of each and every of said covenants and agreements, as well as the payment of said money being hereby expressly declared a condition precedent and of the essence of this contract) hereby agrees to sell and convey to the party of the second part, all that certain tract, lot or parcel of land lying and being in the County of Madison and State of Iowa; to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 27,
and the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section
22, all in Township 74, North Range 28, West of the 5th P.M., Iowa.

containing 80 acres more or less, subject to rights of way, if any, for public roads or other purposes, heretofore laid out or established, and now existing over and across any part of /
said land.

SECOND.- And the party of the second part hereby covenants and agrees to purchase of the party of the first part, the above described land and premises, and to pay therefor the sum of: Six Thousand (\$6,000) DOLLARS as follows: (\$200) Two Hundred and no/100 DOLLARS, on or before the execution of this contract and Fifty-eight Hundred (\$5800) DOLLARS, of the principal sum as evidenced by certain promissory notes of even date payable at the dates and in the amounts specified below, to-wit: Four Hundred Dollars on March 1st, 1929, and \$120.00 on the first day of March of each of the years, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, and \$220 on March 1st, 1944, and \$3,500 on March 1st, 1954. Said notes shall bear interest at 5 $\frac{1}{2}$ per cent. per annum from 3/1/29 until paid, payable annually commencing March 1st, 1929, at the Home Office of the party of the first part in Cincinnati, Ohio.

THIRD.- The party of the second part shall have the privilege of paying any amount owing under this contract at any time, stopping interest on all amounts paid at the date of such payment.

FOURTH.- The said party of the second part agrees, so long as any part of the principal or interest of the said consideration money remains unpaid, to well and faithfully, in due season in each and every year, pay, or cause to be paid before they become delinquent, all taxes, water or ditch assessments, ordinary and extraordinary, that may, for any purpose whatever, be levied or assessed now or hereafter, on said premises, or on this contract, beginning with the taxes for the year 1929.

FIFTH.- The said party of the second part agrees to keep the buildings on said land insured in favor of the party of the first part in an amount to be approved by said party of the first part, against fire, lightning and windstorm, and to deliver the policies to the party of the first part, and not to commit, or allow, suffer or permit any other person to commit any waste or damage to the said land, or the appurtenances thereon and thereto belonging.

SIXTH.- If the party of the second part shall fail to pay any installment of taxes or any water, ditch or other assessment against the within described property when due, or shall fail to keep the buildings insured as heretofore provided, the party of the first part may pay such taxes or assessments, or the premiums upon the insurance policies, and the amount so paid shall become and be treated as a part of the purchase price hereunder, and the amount with interest

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at 8 per cent. shall be payable upon demand.

SEVENTH.- It is further agreed that the said party of the second part, upon the execution of this contract and subject to any lease or rental contract that may be in force, or the rights of the ^{person or} persons in possession, if any, may immediately enter upon said real estate and use and occupy it in the ordinary way, adapted to the class of farming contemplated hereunder, without injury or waste thereto, so long as no default shall have occurred in his obligations to be kept and performed hereunder, and upon the occurrence of any default upon the part of the party of the second part, all of his right to such possession and occupation shall cease, and the party of the first part shall thereupon have the right to immediately, or at any time thereafter, re-enter and take the entire and exclusive possession of said premises and eject and dispossess the party of the second part, and the party of the second part hereby further agrees as a part of the consideration for being let into possession hereunder that at any time after and during any default by him, upon request he will peaceably and without opposition surrender up the possession of said premises and remove therefrom, but it is expressly understood and agreed that the retaking of possession by the party of the first part shall not operate to abrogate or cancel this contract or be treated as a rescission thereof; but the right of each party to perform or to exact performance shall remain in full force and effect, and that this contract shall, from that time on, stand as a contract, reserving possession in the party of the first part, until full and complete performance by the party of the second part, unless the contract is cancelled as hereinafter provided.

EIGHTH.- To insure or facilitate the prompt and full performance of this contract by the party of the second part, he agrees that until it shall be fully performed, he will at all times farm the premises involved in a farmer-like manner according to the usual course of husbandry, and at his own expense till, farm, cultivate and pasture all of the lands upon said premises, suitable to such purposes, to the end that all of the said lands be availed of as far as practicable for the conduct of grain and stock farming, which is within the contemplation of the parties hereto, and in this behalf it is understood and agreed that the title to all of the crops of every kind and character grown in and upon the said land, each and every year, shall be and remain vested in the party of the first part, until the payment in full each year of the amount due upon this contract during such calendar year, in addition to any overdue items or advancements, and in case the party of the second part shall not make the payment for any such year at the time herein provided for, then the party of the first part may take the said crops and sell the same at the usual markets at the prevailing market price, and apply the proceeds thereof to the costs and expenses of taking and marketing the same and to the payments of the installments payable for the said year, and to the payment of any sums by the party of the first part for insurance premiums or taxes, or other advancements, together with interest ^{thereon.} /

NINTH.-The title to the premises during the life of this contract shall remain in the party of the first part, and the party of the second part covenants and agrees that he will not in any way encumber, or permit liens to attach to the same.

TENTH.- Should default be made in the payment of any or either of the said several sums of money, or any part thereof, to be paid by said party of the second part, or in payment of the interest thereon, or in the performance of any or either of the covenants, agreements, terms or conditions therein contained to be by said party of the second part, kept or performed, the said party of the first part may, at its option, by written notice declare this contract immediately cancelled and terminated, and all rights, title and interest acquired hereunder by said second party forfeited; and any statutory provisions with reference to notice are hereby waived.

ELEVENTH.- It is further understood and agreed that the time of payment of the several in-

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installments or purchase price and interest, and of each thereof as herein provided, is made of the very essence of this agreement, and that no extension of the time of payment of any installment or installments shall be deemed a waiver of the right to insist upon strict performance upon the maturity of any subsequent installment.

TWELFTH.- It is further agreed by the party of the second part, separate and apart from all other agreements, and in consideration of One Dollar (\$1.00) to him in hand paid, receipt whereof is hereby acknowledged; that in case of the cancellation of the foregoing contract, for any default of the party of the second part, all payments that have been made thereunder by him shall be kept and retained by the party of the first part, as liquidated damages and compensation for the possession or right of possession given by said contract to the party of the second part.

THIRTEENTH.- It is further agreed by the party of the second part that in the event of the cancellation of this contract by the party of the first part, that any and all growing crops and crops not harvested on said land, and all improvements placed thereon by the party of the second part, shall be the sole property of the party of the first part.

FOURTEENTH.- It is mutually agreed and understood that all of the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties hereto; but the party of the second part shall not assign this contract or any right he may acquire hereunder, without the approval of the party of the first part endorsed hereon, and any assignment hereof so made, whether absolute or as security, without the approval of the party of the first part, shall be void at his election, and it shall constitute such a default hereunder as will entitle the party of the first part to either cancel this agreement or take possession of the premises or both, it being understood and agreed in this connection that the lands involved are being sold by the party of the first part to the party of the second part, in reliance upon his particular fitness and probable ability to successfully farm said lands and carry out the terms hereof.

FIFTEENTH.- The said party of the first party further covenants and agrees with said party of the second part, that upon the faithful performance by the said party of the second part of the covenants and agreements by said party of the second part to be performed, and upon the payment on account of principal of Twenty-five Hundred (\$2,500) and no/100 DOLLARS, with all accrued interest the said party of the first part will execute and deliver a good and sufficient deed to the said party of the second part, or his heirs, to the within described real estate, such deed to be with warranty only as against its own acts, providing, however, that contemporaneously with the execution of such deed, the said party of the second part or his heirs, is to execute and deliver to said party of the first part, notes in renewal for the sums remaining unpaid, which notes shall be dated on even date with such deed to said party of the second part, and shall be due and payable at the times and places as herein first set out, and said party of the second part shall secure said renewal notes by a first mortgage upon said real estate, which said mortgage shall be duly and properly executed by the party of the second part and wife, each joining therein, and the form of notes and mortgages to be executed by said party of the second part shall be those taken and used by the said party of the first part in the State of Iowa, as security for the loans of money by it made.

SIXTEENTH.- It is agreed between the parties hereto that all prior and contemporaneous oral and written agreements pertaining to transactions herein are merged in this contract, and this contract contains all existing agreements of every nature and kind pertaining to the transactions herein^{and}/connected therewith.

SEVENTEENTH.- This contract cannot be modified or altered in any manner whatsoever, except by written consent and agreement of all parties affected by the proposed modification endorsed

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and executed hereon, such endorsement to be properly executed by all parties concerned and then such modification shall be effective only from and after the date of such endorsement and execution thereof.

EIGHTEENTH.- The party of the second part agrees that he has personally examined said land; that from his examination of the same he finds that it will be possible for him to thereon carry out the terms of this contract; that he makes this contract freely and voluntarily; that in so doing he does not rely upon any statement or representation pertaining to the land or this transaction or any matters pertaining hereto made to him by the party of the first part or its representatives or any person representing or purporting to represent the party of the first part, but that in this transaction he relies wholly upon his own investigation and knowl/^{edge}

NINETEENTH.- The party of the second part agrees that all communications pertaining to this transaction, and until this contract is fully performed, may be sent to him at the post office address of the party of the second part given elsewhere hereon.

TWENTIETH.- This contract is to be interpreted under the laws of the state in which the premises herein described is situated.

TWENTY-FIRST.- -----

IN WITNESS WHEREOF, the said party of the first part has hereunto caused its corporate seal to be affixed, and its name to be subscribed by its Vice-President and Assistant Treasurer, and the said party of the second part has hereunto affixed his hand and seal on the day and year first above written.

Signed, sealed and delivered
in presence of: ---

(CORPORATE SEAL)

THE UNION CENTRAL LIFE INSURANCE COMPANY,
By Louis Breiling, Vice President
Louis Breiling
Robt. M. Green Ass't Treasurer.
Robt. M. Green,
Guy Williams)
Addie Williams)

Party of the Second part.

The party of the second part here acknowledges receipt of a correct and complete copy of the foregoing instrument.

STATE OF OHIO, COUNTY OF HAMILTON,)ss.

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Party of the Second Part.

On this 8th day of October A.D. 1928 before me appeared Louis Breiling and Robt. M. Green to me personally known, who being each by me duly sworn, did say that they are respectively the Vice-President and Assistant Treasurer of THE UNION CENTRAL LIFE INSURANCE COMPANY, the Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said Louis Breiling and Robt. M. Green acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires:
November 15, 1930. (Notarial Seal)

Charles A Hafner
Notary Public in and for Hamilton County, Ohio.
Charles A. Hafner.

STATE OF Iowa COUNTY OF MADISON)ss.

On this 2nd day of October A.D. 1928 before me a Notary Public within and for said County, personally appeared Guy Williams and Addie Williams his wife to me known to be the person-described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

My commission expires: July 4, 1930 (Notarial Seal)

W. F. Craig Notary Public
in and for Madison County, Iowa

MEMORANDA AGREEMENT

Now on this 10th day of February, 1933, the undersigned, Guy Williams, in consideration of The Union Central Life Insurance Company, of Cincinnati, Ohio, releasing the undersigned and Addie Williams, his wife, from all liability on the within contract and in consideration of the said insurance company delivering to him on or before May 1, 1933, all promissory notes, evidencing the indebtedness, does, now, hereby surrender to the said insurance company, all his right, title, and interest in and to the within contract and delivers possession of the real estate described therein as of this date, February 10, 1933, and in further consideration,

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does, hereby assign, transfer, and set over to the said insurance company, all his right, title, and interest in and to an oral lease of said premises for the year 1932, between the undersigned, and D. L. Hulbert, tenant.

Guy Williams

I, C. C. Barnes, a representative of The Union Central Life Insurance Company, of Cincinnati, Ohio, hereby acknowledge that I have received from Guy Williams, of Madison County, Iowa, a contract, dated October 2, 1928, between the Union Central Life Insurance Company, of Cincinnati, Ohio, and Guy Williams, pertaining to the NW $\frac{1}{2}$ NE $\frac{1}{4}$ of 27 and SW $\frac{1}{2}$ SE $\frac{1}{4}$ of 22, all in 74-28 and that this contract is delivered to me for the purpose of submitting the same to The Union Central Life Insurance Company for its approval to the memoranda agreement thereto attached.

Copy

COMPARED

C C Barnes