

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON. 23057

E. B. Allen, Agent

#913

To

Fee \$.70

John I. Crossley, et al

Filed for record the 23 day of
February A.D. 1942 at 10:45 o'clock
A.M.

Pearl E. Shetterly, Recorder

CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 3rd day of November, 1941, by and between E. B. Allen, as agent, for the owners of the real estate hereinbefore described, party of the first part, and John I. Crossley, and Evalyn Smith party of the Second part, WITNESSETH:

That party of the first part has sold and agrees to convey to the party of the second part, the real estate hereinafter described, for and in consideration of the sum of One Hundred ninety two (\$192.00) Dollars, payable upon delivery of a sufficient deed of conveyance and abstract of title showing said real estate free and clear of all liens and encumbrances, together with additional consideration hereinafter stated.

The real estate which first party agrees to convey to second party is described as follows, to-wit:

The following described premises, to-wit: Commencing at the Northwest corner of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Thirty-five (35) in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, and running thence North, $83\frac{1}{4}^{\circ}$ East, 14 rods to the center of Middle River, thence North, 40° East, 14 rods, thence North, 69° East, $11\frac{1}{2}$ rods, thence South $15\frac{1}{2}^{\circ}$ East, 53 rods thence South, 85° West, 18 rods and 3 links, thence North, $24\frac{1}{2}^{\circ}$ West, $16\frac{1}{2}$ rods, thence North, 83° West, 11 rods to the East line of the

Deed Record, No. 78, Madison County, Iowa

Mill Lot, thence to the place of beginning; also a 4-acre lot having for its center the Center of the Mill, said 4-acre lot including a 3-acre lot in the Northeast corner of the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of said Section Thirty-five (35) described as follows, to-wit: Commencing at the Northeast corner of the Southwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Thirty-five (35) running thence South 24 rods, thence West 20 rods, thence North 24 rods, thence East 20 rods, to the place of beginning; the "East line of the Mill Lot" referred to in the foregoing description being the West side of the Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of said Section Thirty-five (35) in Township and Range aforesaid

and shall be conveyed to second party upon the payment of the said sum of One Hundred Ninety-two (\$192.00) Dollars, and shall be paid as soon as a marketable abstract, together with a deed of conveyance can be furnished.

IT IS ALSO UNDERSTOOD that upon the execution of this contract and in further consideration of this agreement, second party shall release and turn over to first party without further claim thereto, three (3) black Poland China brood sows and nine (9) black Poland China shoats, and that second party shall pay all costs due the Township Trustees of Crawford Township, Madison County, Iowa, owing to them for an appraisalment of damages made by said Trustee at a recent date, on real estate owned by second party.

IT IS FURTHER AGREED that first party shall receive the corn crop and stalks remaining after he has harvested the corn now growing on approximately seven (7) acres of land immediately East of the real estate now occupied by first party, a part of which is described herein.

IT IS ALSO UNDERSTOOD AND AGREED that first party has the right to retain possession of the real estate herein conveyed until March 1st, 1942, and has the further right to cut and use whatever wood and fuel he may require for household use while he is in possession of said real estate.

IT IS FURTHER UNDERSTOOD that first party is the owner of a portable brooder house which is kept ~~is kept~~ on the above described real estate, and which ^{is} personal property which first party shall have the right to remove from said real estate.

First party agrees to pay \$2.40 insurance premium now due and to pay the 1941 taxes, if any, which may be a lien prior to March 1st, 1942.

E. B. Allen Agent
First Party
John I. Crossley & Evalyn Smith
Second Party
By J. I. Crossley