

ACRES-BLACKMAR CO., BURLINGTON, 23057

George W. Lents and wife,
Dora D. Lents
To

#1500
Fee \$1.20

Filed for record the 24 day of March
A.D. 1942 at 8:25 o'clock A.M.
Pearl E. Shetterly, Recorder

Lloyd W. McDonald

LAND CONTRACT IN TRIPLICATE (COPY)

THIS AGREEMENT Made this 25th day of November A.D. 1941 between George W. Lents and Dora D. Lents, husband and wife, of the County of Adair and State of Iowa party of the first part, and Lloyd W. McDonald of the County of Madison 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 his right, title and interest in and to the real estate situated in the county of Madison and State of Iowa to-wit:

The South Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) and all that part of the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) lying and being North of the center channel of Cedar Creek; and the following described tract of land: Commencing at a point 58 rods and 40 feet South of the Northwest corner of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$, running thence South to the center of Cedar Creek, thence following the meandering of Cedar Creek to a point where it crosses the East line of said $W\frac{1}{2}$ of the $SW\frac{1}{4}$, thence North to a point 58 rods and 40 feet South of the Northeast corner of said 80 acre tract, thence West to the place of beginning, all in Section 23, in Township 76 North, of Range 27, West of the 5th P.M., except easement granted the Standard Oil Co.

for the sum of Thirty-three Hundred Thirty & 00/100 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 Thirty-three Hundred Thirty & 00/100 DOLLARS, and to pay said sum therefore to first party, his heirs or assigns, as follows: Fifty & 00/100 Dollars, on the execution of this agreement, and the balance of Thirty-two Hundred Eighty & 00/100 Dollars as follows, to-wit: \$400.00 on or before March 1st, 1942; \$50.00 on April 1st, 1942; \$246.00 on March 1st, 1943;

Deed Record, No. 78, Madison County, Iowa

\$246.00 on March 1st, 1944; \$196.00 on March 1st, 1945; \$196.00 on March 1st, 1946; \$196.00 on March 1st, 1947, with interest from March 1st, 1942, at the rate of 5% per annum, payable annually; and for the balance of \$1750.00 2nd party assumes and agrees to pay a first mortgage now on said premises for said amount due The Prudential Insurance Company of America, together with all interest thereon after March 1st, 1942, at 5% per annum, payable semi-annually, which mortgage first parties agree and consent to have renewed on or before maturity. Possession to be given on or before March 1st, 1942. First parties agree to pay the taxes for the year 1941 due and payable in the year 1942, 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 save only a loan on said property for \$1750.00 to The Prudential Ins. Co. of America which loan second party is to assume payment of in the deed to be made hereinunder with all interest thereon after March 1st, 1942 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 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 premises as above agreed.

This contract is to be performed at Adair County Bank, Greenfield, 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 Fifty & 00/100 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.

And it is agreed that any action for damages as above specified shall be brought in the county of the residence of the party not in default. Witness our hands the date first herein written.

See reverse side for additional agreements.

STATE OF IOWA, Madison County)ss.

Lloyd W McDonald

George W Lents
Dora D Lents

On this ...day of A.D. 1942 before me personally appeared Lloyd W. McDonald to me known to be the identical person named in and who executed the foregoing instrument, and

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON. 23057

acknowledged that he executed the same as his voluntary act and deed for the purpose therein specified.

Notary Public in and for said county.

A properly executed Warranty Deed is to be placed in escrow with this contract at the Adair County Bank, Greenfield, Iowa, for delivery to second party when the payments due hereunder have been reduced to the first mortgage herein described for \$1750.00.

Second parties agree to carry insurance on the buildings on said premises against fire-lightning and winds storms, for their insurable value in a satisfactory company with loss payable to The Prudential Insurance Company of America and first parties as their interests might appear.

COMPARED

George W Lents
Dora D Lents
Lloyd W McDonald