

Deed Record, No. 78, Madison County, Iowa

THE UNION CENTRAL LIFE INS. CO. #1587

Filed for record the 28 day of March
A.D. 1942 at 2:50 o'clock P.M.

To

Fee \$1.80

Pearl E. Shetterly, Recorder
Purchaser's Copy

Jan Kobylasz & wife

PARTIES

CONTRACT TO PURCHASE

THE UNION CENTRAL LIFE INSURANCE COMPANY, the Home Office of which is in Cincinnati, Ohio,

hereinafter called the SELLER, and Jan Kobylasz and Jennie Kobylasz, husband and wife, of

4112 E. 14th Street, Des Moines, Iowa, hereinafter called the BUYER, agree that:

(Post Office Address)

DESCRIPTION 1. The SELLER in consideration of the terms hereof will sell and convey to the

BUYER real estate in the County of Madison, State of Iowa, to-wit:

The Southwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 19; and a strip of land described as follows: Commencing at the Northeast corner of the South Half of the Southeast Quarter of Section 19, running thence West 96 rods, thence South 55 rods, thence East 8 rods, thence South 25 rods, thence East 88 rods, thence North to place of beginning; and the East 60 acres of the North Half of the Northeast Quarter of Section 30, excepting therefrom the following described tract, to-wit: Commencing at the Southeast corner of the East Half of the Northwest Quarter of the Northeast Quarter of Section 30 and running thence North 13 rods, thence West $12\frac{1}{2}$ rods, thence South 13 rods, thence East $12\frac{1}{2}$ rods to place of beginning; all in Township 75 North, Range 26 West of the Fifth P.M.,

containing 116 acres more or less, excepting and reserving an undivided One-half interest in all oil, gas and other minerals and leases thereof, with the rights of mining, drilling, and exploring said land for oil, gas and other minerals, and removing them therefrom, and all rights convenient for such purposes.

Such conveyance will be subject to restrictions of record, leases, contracts, tenancies, or rights of parties in possession, rights of redemption, approval of title in the SELLER, rights of way, options to purchase, outstanding mineral rights and public roads and easements in regard to, on, over, under or across said land.

SUCCESSORS

2. The BUYER executes this Contract on behalf of himself, his heirs, executors, administrators, successors or assigns. Every agreement hereof and the payment of every sum of money called for is a consideration precedent to performance hereunder by the SELLER. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall apply to all genders.

TERMS

3. The BUYER will pay the SELLER Three Thousand Two Hundred and no/100 (\$3,200.00) Dollars, with interest at $3\frac{1}{2}\%$ per annum from March 1, 1941 until the purchase price is fully paid as follows: \$600.00 on or before execution of this Contract to Purchase, and the balance of \$2,600.00 in 15 annual installments of principal and interest as follows: \$158.37 on March 1, 1942 and a like amount on the same day of each succeeding year thereafter to and including March 1, 1955, and \$1,458.37 on March 1, 1956.

Buyer may pay any amount at any time prior to maturity and stop interest on that portion applied on principal, provided all prior installments have been paid, but such prepayments will not relieve from continuing consecutive payments in amounts as herein provided. Installments not paid when due will bear 7 per cent interest per annum after maturity until paid.

TAXES

4. As long as any part of said purchase price remains unpaid, the BUYER will pay when due, all taxes and assessments of every nature commencing with those payable March, 1942

INSURANCE

5. The BUYER will insure from May 20, 1941, against loss by fire, lightning, and windstorm, in an amount and in a company approved by the SELLER and will deliver the policies to its Home Office and waives his right to participate in the proceeds from any loss under such policies to the extent of the balance unpaid under this Contract and authorizes payment be made to and applied by the SELLER at its option on the purchase price, or for repairs or rebuilding the buildings insured.

ADVANCEMENTS

6. Should the BUYER not pay taxes or assessments when due, or fail to insure, the SELLER may pay taxes or assessments before or after penalty attaches, or pay insurance premiums, and such payments shall become part of the purchase price.

WASTE

7. The BUYER will not cut timber, or plow or cultivate grass land without the written

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON. 23057

consent of the SELLER, or commit or permit waste to land or appurtenances.

OCCUPANCY

8. The Buyer may occupy the real estate so long as he performs all conditions hereof, but should he not perform, he will surrender the real estate to the SELLER.

USE

9. The BUYER agrees to farm and care for the real estate according to best local methods and to rotate crops and conserve the soil according to Government regulations; the SELLER may supervise these activities, but this will not relieve the BUYER of any of the obligations hereof. The BUYER will notify the field representative of the SELLER at least ten days prior to hauling or threshing crops, and will not intermingle such crops with those from other land.

CROP MORTGAGES

10. So long as this Contract subsists, and as security herefor, the BUYER will give crop mortgages to the SELLER and will not deal with the crops in any manner unless authorized by the SELLER in writing, said crop mortgages covering one-half said crops.

CROP SALES

11. The SELLER may on default sell the crops and deduct the expenses of so doing and apply the balance to the payments due under this Contract.

TITLE

12. The title to the real estate will remain in the SELLER during the term of this Contract, and the SELLER may by its representative enter on the same at any time.

DEFAULT

13. Should the BUYER fail in any performance hereunder, the SELLER at its option may declare the entire indebtedness accelerated and, without tendering a deed, this Contract may be cancelled by written notice mailed to the BUYER at his last known address. The BUYER constitutes the SELLER his attorney to cancel this Contract of record in the event of any default.

TIME

14. The time of payment of any money provided for herein is of the essence and no extension of time of payment of any of such sums shall be a waiver of the right to insist upon strict performance in regard to any future payments.

Damages.

15. In case of cancellation hereof, all crops and the improvements placed on the real estate by the BUYER shall be retained by the SELLER as liquidated damages. All payments made hereunder are compensation to the SELLER for the right of possession.

ASSIGNMENT

16. The BUYER will not assign any rights hereunder, nor sub-lease, nor encumber any interest in the real estate without the written consent of the SELLER, and at the option of the SELLER, any attempt to do so shall constitute a default and entitle the SELLER to cancel this Contract or take possession of the real estate or both.

DEED

17. Upon performance hereof and the payment of thirty per cent of the purchase price and all interest, taxes, and advancements and the surrender hereof by the BUYER, the SELLER will deliver to the BUYER special Warranty deed subject to the conditions, restrictions and stipulations herein named, and the BUYER and other necessary parties at that time will give to the SELLER in a form satisfactory to it a note and mortgage or deed of trust to secure the same. The BUYER will pay (a) All recording expense. (b) Registration fee or tax on the security instrument. (c) Abstracting expense necessary to show the security instrument a first and valid/lien. EXAMINATION OF PREMISES

18. The BUYER states that he has examined the real estate and that he is not relying upon any representation in regard to the real estate or this Contract. No understandings, representations or promises unless contained herein will be recognized.

POSSESSION

19. The BUYER is to have the right of possession on May 20 1941, or as as soon thereafter as secured by the Seller, Buyer is to receive rentals for 1941.

20. The oil, gas and other mineral reservations will subsist for a period expiring ten years after the Seller may cease to have any interest by lien or otherwise in the real estate.

However, should oil, gas or other minerals be produced on the real estate during the said period, or should they be produced thereafter under the terms of a lease made during said period, said reservations will become permanent.

The Seller assigns to the Buyer without reconrsse or warranty the Farm Lease dated February 22, 1941, and expiring February 28, 1942, between the Seller and Guy Strable and Opal Strable, and the cash rent note for \$125.00 taken in connection therewith.

Deed Record, No. 78, Madison County, Iowa

IN WITNESS WHEREOF, on this 20th day of May, 1941, the Seller has hereunto affixed its corporate seal and subscribed its name, and the BUYER has signed and sealed this Contract and acknowledges receipt of a copy hereof.

Signed, sealed and delivered
in the presence of:

W. C. Neville
Martha Waag

PREPARED

(CORPORATE SEAL)
#9,021
WN:MS

The Liquidation Corporation

THE UNION CENTRAL LIFE INSURANCE CO.

R H Thayer
R.H.Thayer Assistant Treasurer
Jan Kobylasz
Jan Kobylasz Buyer
Jennie Kobylasz
Jennie Kobylasz Buyer

WN