

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON. 23057

Roy B. Yates	#1615	Filed for record the 30 day of
To	Fee \$1.10	March A.D. 1942 at 1:15 o'clock
C. W. Sweeney		P.M.
	LAND CONTRACT	Pearl E. Shetterly, Recorder

THIS AGREEMENT Made this 20th day of February, 1942 between Roy B. Yates, unmarried of the County of Madison and State of Iowa party of the first part, and C. W. Sweeney of the County of Madison and State of Iowa of the second part is as follows:

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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:

A certain 138 acres, more or less, located in Section 35, Twp 76, Range 27 West of the 5th P.M. The correct legal description of which shall be inserted in this contract on February 21st, 1942 as same is listed on the records of the County Recorder The Southeast Quarter of the Northwest Quarter; the Northeast Quarter of Southwest Quarter; North half of Southeast Quarter of Southwest Quarter; All of the Northwest Quarter of Southeast Quarter, lying South of the Public Highway, running East and West through said 40 acre tract, con-.... 27.65 acres, more or less, and all of the North half of Northwest Quarter lying South of Middle River, containing 6 acres, all in Sec 35, Twp 76, Range 27, West of ~~the~~ 5th P.M. also N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Sec 35, Twp 76, Rge 27,

for the sum of Eight Thousand One Hundred Forty No/100 (\$8140) 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 One Hundred Forty No/100 (\$8140) DOLLARS, and to pay said sum therefore to first party, his heirs or assigns, as follows: Five Hundred No/100 (\$500) dollars, on the execution of this agreement, and the balance of Seven Thousand Six Hundred Forty No/100 (\$7640) Dollars as follows, to-wit: Three Thousand Two Hundred Ninety (\$3290) cash on April 1st, 1942, when possession, Warranty deed of conveyance, and merchantable abstract of title is given, showing said real estate to be clear of all liens whatsoever, except mortgages given in favor of the Federal Land Bank of Omaha, Nebraska the approx_____ amount being \$4350. with interest from date possession is given, at the rate of 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 \$ as above stated to ... which loan second party is to assume payment of in the deed to be made hereinunder with/^{all}interest thereon after Apr 1st, 19... 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 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 ^{is} contract/to be performed at Winterset, 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 dollars, which

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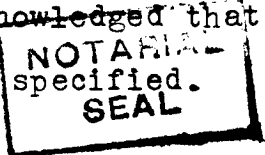
sum may be recovered by an action hereon, with all attorneys fees and costs incident thereto as damages for the loss, expense, inconvenience and delay occasioned thereby and incident thereto only, and such damages shall not constitute nor be construed as a waiver of right to demand and enforce specific 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.

Roy B. Yates
C. W. Sweeney

STATE OF IOWA, Madison County,)ss.

On this 20th day of February A.D. 1942 before me personally appeared Roy B. Yates and C. W. Sweeney 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 purpose therein specified.



Charles E. Tucker Notary Public
in and for said County