

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON, 23087

Chas E Rants

#1880

Filed for record the 14 day of April
A.D. 1942 at 10:15 o'clock A.M.To
Philip Freestone and
Laura A. Freestone

Fee \$.90

Pearl E. Shetterly, Recorder

LAND CONTRACT

THIS AGREEMENT: Made in triplicate this 8th day of April 1942 between Charles E. Rants, / unmarried,
of the County of Madison and State of Iowa, party of the first part, and Philip Freestone and
Laura A. Freestone, his wife of the County of Dallas and State of Iowa, party of the second
part, as follows:

The party of the first part hereby agrees to sell to the party of the the second part, on
the performance of the agreements of the party of the second part, 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 North Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section
Seventeen (17), Township Seventy seven North, of Range Twenty six-
West, of the 5th P.M. Madison County Iowa.

for the sum of Four thousand and 00/100 DOLLARS, payable as hereinafter mentioned. And the said
party of the second part, in consideration of the premises hereby agrees to and with the
party of the first part, to purchase all his right, title and interest in and to the real
estate above described for the sum of Four thousand and 00/100 DOLLARS, and to pay said sum
therefor to the party of the first part, his heirs, or assigns, as follows: Twelve hundred
DOLLARS, on the execution of this agreement, and the balance of Twenty eight hundred DOLLARS,
as follows, to-wit: Three hundred dollars on Oct. 1, 1942. One hundred dollars on March 1,
1943 and \$100.00 on each March first thereafter until March 1, 1952 when the balance of
\$1600.00 shall be due. When \$2000.00 has been paid on this contract, second parties agree to
execute and deliver a first mortgage on the land mentioned herein drawn in accord with this
contract and first party, his heirs or assigns shall deliver the deed at that time. Payments
to be made at office of C. C. Cook at Booneville, Iowa. with interest from this date at the
rate of $4\frac{1}{2}$ per cent per annum on all such sums as shall remain unpaid, payable semi annually
till all is paid.

And the party of the second part shall annually pay all taxes and assessments that may
accrue on said property as they become due or before they become delinquent, and including
the tax for the year 1942 Second parties have the option of paying an additional \$100
or any multiple thereof at any interest paying date.

And it is expressly agreed by and between the parties hereto that the time and times of
payment of said sums of money, interest and taxes as aforesaid is the essence and important
part of the contract; and that if any default is made in any of the payments or agreements above
mentioned, to be performed by the party of the second part in consideration of the damage,
injury and expense thereby resulting, or that may be incurred by or to the party of the first
part thereby, the party of the second part shall have no claim in law or equity against the
party of the first part, nor to the above mentioned real estate, nor any part thereof; and
any claim, or interest, or right, the party of the second part may have had hereunder up to
that time by reason hereof, or of any payments and improvements made hereunder, shall, on any
such default cease and determine and become forfeited, without any declaration of forfeiture,
re-entry, or any act of the party of the first part. And if the party of the second part, or
any other person or persons, shall be in the possession of said real estate, or any part thereof,
he or they will peacefully remove therefrom, or in default thereof, he or they may be treated
as tenants holding over unlawfully after the expiration of a lease, and may be ousted and
removed as such. But if such sums of money, interest and taxes are paid as aforesaid, promptly
at the time aforesaid, the party of the first part will, on receiving said money and interest,
execute and deliver, at his own cost and expense, a Warranty Deed of said premises as above

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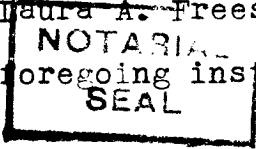
agreed and the Abstract of Title continued up to this date., showing good merchantable title. The deed shall be executed at the time of execution of this contract and deposited with C. C. Cook at Booneville, Iowa to be delivered to second parties or their assigns when the terms of the contract have been complied with. Possession to be given on the execution of this contract. Second parties shall keep adequate fire and tornado insurance on the buildings with loss, if any payable to first party, his heirs or assigns.

WITNESS our hands, the day and year above written.

Chas E Rants
Laura A Freestone
Philip Freestone

STATE OF IOWA, Dallas County, ss.

On this 9th day of April A.D.,1942, before me, Chas. C. Cook a Notary Public in and for County, Iowa personally appeared Charles E. Rants, unmarried, Philip Freestone and Laura A. Freestone, his wife to me known to be the persons named in and who executed the deed. foregoing instrument and acknowledged that they executed the same as their voluntary act and/



Chas. C. Cook Notary Public
in and for Dallas County, Iowa.