

Deed Record, No. 78, Madison County, Iowa

ACRES-BLACKMAR CO., BURLINGTON, 23057

Perle J. Wetrich Agt. et al	#2707	Filed for record the 23 day of *
To	Fee \$.80	June A.D. 1942 at 10:05 o'clock
Merle J. Leeper & wife		A.M.
		Pearl E. Shetterly, Recorder

LAND CONTRACT

THIS AGREEMENT: Made this 13th day of October, 1941, between The Anna Wetrich Family by Perle J. Wetrich as agent, of the County of Madison and State of Iowa, party of the first part, and Merle J. Leeper and his wife, Ruth Leeper of the County of Madison 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 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 South Half of the West Half of the Southwest Quarter (S $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$) and the South Half of the North Half of the West Half of the Southwest Quarter (S $\frac{1}{2}$ N $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$) all in Section Ten (10) in Township Seventy-seven (77) North of Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

for the sum of Five Thousand One Hundred & no/100ths 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

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real estate above described as set forth for the sum of Five Thousand One Hundred & no/100ths DOLLARS, and to pay said sum therefor to the party of the first part, his heirs, or assigns as follows: One Hundred Twenty & no/100ths Dollars, on the execution of this agreement, and the balance of Four Thousand Nine Hundred Eighty & no/100ths DOLLARS, as follows, to-wit: on or before March 1st, A.D. 1942 at Earlham, Madison County, Iowa. First Party reserving loose lumber and one brooder house. First Party to carry present insurance policy on building to March 1st, 1942. Possession to be given March 1st, 1942. with interest from this date at the rate of 5% per cent per annum on all such sums as shall be delinquent.

And the party of the second part shall also 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 19... 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 agreed and the Abstract of Title continued up to this date.

First Party agrees to pay the 1941 taxes due and payable in 1942.

Second party assumes and agrees to pay all subsequent taxes.

WITNESS our hands, the day and year above written.

COMPALED
Dora Wetrich
Carrie N. Calfee
Bernie R. Wetrich

Perle J. Wetrich Agt
Merle J. Leeper
Ruth Leeper