

Deed Record, No. 78, Madison County, Iowa

Clyde Hegarty

#2803

Filed for record the 30 day of June ^
A.D. 1942 at 4:50 o'clock P.M.

To

Fee \$1.00

Pearl E. Shetterly, Recorder

Floyd B. Lamm

LAND SALE CONTRACT

This contract made and entered into on this September 22, 1941, by and between Clyde Hegarty, herein known as Vendor, and Floyd B. Lamm, herein known as Vendee, WITNESSETH:

That for the sum of Four Thousand Dollars (\$4000.00), to be paid to the Vendor by the Vendee as hereinafter expressed the said Vendor covenants and agrees to convey unto the Vendee by warranty deed, containing the usual covenants of warranty, the following described real estate, located in Madison County, Iowa, to-wit:

The Southwest One Quarter (SW $\frac{1}{4}$) of the Northeast One Quarter (NE $\frac{1}{4}$) and the East One Half (E $\frac{1}{2}$) of the Northwest One Quarter (NW $\frac{1}{4}$) of Section 24 in Ohio Township in Madison County, Iowa, being One Hundred and Twenty Acres, subject to rights of way for public roads and railroads.

In consideration for the above described real estate, the Vendee covenants and agrees to pay unto the Vendor the sum of Four Thousand Dollars (\$4000.00) as follows: Four Hundred (\$400.00) on March 1, 1942, and the sum of Seventy-five (\$75.00) or more upon the principal on March 1 of each succeeding year; and it is further agreed that the Vendee shall pay the Vendor interest at the rate of Five Per Cent (5%) per annum on the unpaid balance from March 1, 1942; and that the interest shall be paid annually on March 1, of each year; and the Vendee further covenants and agrees to pay all taxes which may become due upon the said real estate during the year of 1942 and annually thereafter as they shall become due and will send the tax receipts to the Vendor for examination and the Vendee further covenants and agrees to keep the improvements upon the said land insured against loss by fire in the amount of One Thousand Dollars (\$1000.00) with loss, if any, payable to the Vendor as his interest may appear and the Vendor reserves the right to visit the said land at all reasonable times and it is further agreed that when the Vendee shall have paid one-half of the purchase price that the Vendor will execute a warranty deed conveying the said land to the Vendee and will furnish unto the Vendee an Abstract of Title, showing a merchantable title, free and clear of all liens and incumbrances as of this date; and that the Vendee and his wife will execute unto the Vendor a mortgage upon the said real estate to secure the payment of the sum of Two Thousand Dollars (\$2000.00), which is one-half of the purchase price and the Vendee further covenants and agrees that he will remove no manure or other fertilizer from the said land, which shall be produced thereon, but that he will haul it out each year and scatter it over the land and the Vendee agrees to keep the improvements upon the said land in a reasonably fair condition and that he will permit no noxious weeds of any kind to mature thereon.

It is further agreed that the Vendee shall have possession of the said real estate on March 1, 1942, and shall retain such possession so long as he complies with the terms of this contract and the Vendee agrees to make all payments to the Vendor in Eugene, Oregon; it is further agreed that when the Vendor shall execute a deed that he shall name as grantees therein the above named Floyd B. Lamm and Erma Hazel Lamm.

IN WITNESS WHEREOF we have hereunto subscribed our names on this September 22, 1941.

Clyde Hegarty Vendor
Floyd B. Lamm Vendee

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ACRES-BLACKMAR CO., BURLINGTON, 23057

STATE OF OREGON, County of Lane)SS:

BE IT REMEMBERED That on this September 22, 1941, before me, H. E. Slattery, a notary public for the State of Oregon, personally appeared the within named Clyde Hegarty and Floyd B. Lamm, to me personally known to be the identical persons named in and who executed the within instrument and acknowledged to me that they executed the same as their own voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on this September 22, 1941
(Notarial Seal)

H. E. Slattery Notary Public for Oregon
and my commission expires on Sept. 30, 1944.

CERTIFICATE OF OFFICIAL CHARACTER

STATE OR OREGON COUNTY OF LANE)ss.

I, W. B. Dillard County Clerk of the above named County and State and ex-officio Clerk of the Circuit Court of the State of Oregon for Lane County, the same being a Court of Record and having a seal, do hereby CERTIFY that H. E. Slattery is a Notary Public in and for the State of Oregon; that his commission commenced on the 1st day of October, 1940, and will expire on the 30th day of September, 1944, as the same appears from the records now in my official care and custody. That he is duly qualified to take acknowledgments under the laws of the State of Oregon, and further that the signature to the annexed instrument is his genuine signature as I verily believe.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said Circuit Court this 22nd day of September, 1941.

(CIRCUIT COURT SEAL)	COMPARED	By	W. B. Dillard Eva L. Duckworth	County Clerk Deputy
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