

Deed Record, No. 77, Madison County, Iowa

Mrs. Anna Forret et al
heirs of Anthony Forret, Deceased

#3540

Filed for record the 18 day of May
A.D. 1939 at 1:30 o'clock P.M.
Pearl E. Shetterly, Recorder

To
Erwin R. Hinz
Wilhelmine Hinz

Fee \$1.00 ✓

LAND CONTRACT

THIS AGREEMENT: Made this 20th day of October 1938 between the Heirs of Anthony Forret, deceased, of the Counties of Dallas and Madison and State of Iowa, parties of the first part, and Erwin R. Hinz and Wilhelmine Hinz of the County of Dallas and State of Iowa, parties of the second part as follows:

The parties of the first part hereby agrees to sell to the parties of the second part, on the performance of the agreements of the parties of the second part, as hereinafter mentioned, all their right, title and interest in and to the real estate situated in the County of Madison and State of Iowa, to-wit:

The East Half ($\frac{1}{2}$) of the Northwest Fractional Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) and the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) and the East Fractional Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$), except a strip 33 feet wide off the east side thereof, and the North Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) subject to school house site of one acre in the northwest corner thereof. All in Section Five (5), in Township Seventy-seven (77) North, of Range Twenty six (26) West, of the 5th P.M., Madison County, Iowa.

for the sum of Twelve thousand eight hundred twenty two and 80/100 DOLLARS, payable as hereinafter mentioned. And the said parties of the second part, in consideration of the premises hereby agrees to and with the parties of the first part to purchase all their right, title and interest in and to the real estate above described for the sum of Twelve thousand eight hundred twenty two and 80/100 DOLLARS, and to pay said sum therefor to the parties of the first part, their heirs, or assigns, as follows:

One thousand twenty two and 80/100 Dollars, on the execution of this agreement, and the balance of Eleven thousand eight hundred DOLLARS, as follows, to-wit: Five hundred dollars on Mar. 1, 1939, when possession will be given. The balance of Eleven thousand three hundred dollars to be paid March 1, 1949 with option of paying, \$100 of any multiple thereof at any interest paying date. Second parties shall not assign this contract until at least half of the purchase price has been paid. A deed shall be executed with this contract and be deposited with the Booneville Savings Bank in escrow, to be delivered by them to second parties their heirs or assigns when the terms of the contract have been complied with, with interest from Mar. 1, 1939 at the rate of four per cent per annum on all such sums as shall remain unpaid, payable annually till all is paid.

And the parties 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 1939, adequate fire & tornado insurance shall be kept in force coverings buildings, with loss if any, payable to, first parties or their assigns.

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J. H. WELCH PRtg. CO., DES MOINES 7559

And it is expressly agreed by and between the parties hereto that the time and times of payment of said sums of money insurance 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 parties of the second part in consideration of the damage, injury and expense thereby resulting, or that may be incurred by or to the parties of the first part thereby, the parties of the second part shall have no claim in law or equity against the parties of the first part, nor to the above mentioned real estate, nor any part thereof; and any claim, or interest, or right, the parties 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 parties of the first part. And if the parties 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, ~~they~~ 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 parties of the first part will, on receiving said money and interest, execute and deliver at their own cost and expense, a Warranty Deed of said premises as above agreed and the Abstract of Title continued up to that date, showing a good merchantable title.

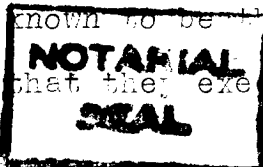
Witness our hands, the day and year above written.

Erwin R. Hinz
 Wilhelmine Hinz
 Clarence Forret
 Ella Forret
 Mabel Forret
 M. J. Forret

Mrs. Anna Forret
 Frank J. Forret
 Hazel Forret
 Nellie Forret
 Elizabeth Jordan
 L. L. Jordan

State of Iowa, Dallas County)ss:

On this 26th day of October, A.D. 1936, before me Chas. C. Cook a Notary Public in and for Dallas County, Iowa, personally appeared Anna Forret (a widow), Frank J. Forret and Hazel Forret (husband and wife), Mathew J. Forret and Mabel Forret (husband and wife), Elizabeth Jordan and L. I. Jordan (wife and husband), Nellie Forret (unmarried), Clarence Forret and Ella Forret (husband and wife) Erwin R. Hinz (unmarried) and Wilhelmine Hinz (a widow) to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



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