

Deed Record, No. 77, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7859

N. E. & E. S. Compton, Agents #3682

To

Fee \$ 1.00 ✓

Helen B. Foster

Filed for record the 25 day of May
A.D. 1939 at 3:45 o'clock P.M.
Pearl E. Shetterly, RecorderLAND SALE CONTRACT

THIS ARTICLE OF AGREEMENT, Made and entered into this Third day of March, 1939, by and between N. E. Compton and E. S. Compton, Agents, of Cottage Grove and Earlham, County of Lane and Madison State of Ore. and Iowa, party of the first part, and Helen B. Foster of Earlham, County of Madison State of Iowa, party of the second part, WITNESSETH, That in consideration of the sum of Twenty-six Hundred DOLLARS (\$2600.00), the party of the first part has this day sold to the party of the second part the following described property, situated in the City of Earlham County of Madison, State of Iowa, to-wit:

South 10.6 Acres of the W 21.2 of the Northeast Quarter of the Southeast Quarter of Sec. 6, Twp. 77 N., Range 28, West of the 5th P.M. belonging to the S. M. Compton, Estate. Subdivision of part of S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Lot 1, Sec. 6, Twp. 77 N., Range 28, W. of the 5th P.M. and Lots 1, 2, 3, 4, and 5, Blk 2, Allens Addition to the Town of Earlham, Madison County, Iowa belonging to the Sarah E. Compton Estate. containing in all

And in consideration of the said property, the party of the second part does agree to pay to

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the party of the first part the sum of Twenty-six Hundred Dollars (\$2600.00) at the Earlham Savings Bank, Earlham, Iowa, in the manner following, viz:

Eight Hundred Sixty-five Dollars, (\$865.00), on the execution of this contract, the receipt whereof is hereby acknowledged. And the remaining sum of Seventeen Hundred Thirty-five Dollars, (\$1735.00), to be paid as follows: In cash on April 1, 1940, with interest at three per cent per annum from March 3, 1939 to date payment is made.

It is understood and agreed that the down payment on this contract is to be applied on the purchase on the 10.6 Acres described above as belonging to the S. M. Compton Estate.

at the time that a good and sufficient warranty deed and merchantable abstract of title to the said property is made and delivered to the party of the second part by the party of the first part or his representative, which deed and abstract the party of the first part agrees to furnish and deliver to the party of the second part at the Earlham Savings Bank, Earlham, Iowa, on or before the First Day of April, 1940.

And the party of the first part to give full possession of the said property to the party of the second part on or before the Third Day of March, 1939; and it is agreed and understood that the party of the first part shall not remove from the said premises, burn or destroy in any way after the date of this contract, any buildings, fences, boards, posts, wire or any other articles either useful or ornamental, belonging to and forming a part of the said premises, except

And the party of the second part shall also annually pay all taxes and assessments that may accrue on ~~the~~ said property as they become due or before they become delinquent, and including the tax for the year 1939. Party of the first part agrees to pay the taxes of 1938, due January 1, 1939. And it is expressly agreed by and between the parties hereto, that the time and times of payments 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, this agreement shall be void and of no effect, and 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 or improvements made hereunder, shall on all such defaults, 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 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 Abstract of Title showing a merchantable recorded title.

WITNESS OUR HANDS, the day and year above written.

N. E. Compton Agt.
E. S. Compton Agt.
Helen B. Foster