

Deed Record, No. 77, Madison County, Iowa

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

Fred Boren
To
Mrs. W. A. Boren

#3764

Fee \$.80 ✓

Filed for record the 31 day of May
A.D. 1939 at 10:18 o'clock A.M.
Pearl E. Shetterly, Recorder

LAND SALE CONTRACT

THIS ARTICLE OF AGREEMENT, Made and entered into this 27th day of May 1939, by and between Fred Boren of Anita County of Cass State of Iowa, party of the first part, and Mrs. W. A. Boren of Saint Charles County of Madison State of Iowa party of the second part, WITNESSETH; That in consideration of the sum of Two Thousand Five Hundred DOLLARS (\$2500.00) the party of the first part has this day sold to the party of the second part the following described property, situated in South Twp. County of Madison State of Iowa to-wit:

SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 15, North, Range 26 West of the 5th P.M.

Township 75 North, Range 26 containing in all Forty Acres and in consideration of the said property the party of the second part does agree to pay to the party of the first part the sum of Two Thousand Five Hundred Dollars DOLLARS (\$2500.00) in the manner following, viz: Five Hundred DOLLARS (\$500.00) on the execution of this contract, the receipt whereof is hereby acknowledged. And the remaining sum of Two Thousand DOLLARS (\$2000.00) to be paid as follows:

One Hundred Dollars per year

Deed and abstract to be delivered when payments are completed.

at the time that a good and sufficient warranty deed and clear 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 atState ofon or before theday of19...., the party of the first part to give full possession of the said property to the party of the second part on or before theday of19.. 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 said property, except

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No Exceptions

And it is expressly agreed that the time and times of payment of said sums of money as aforesaid is the essence and important part of this 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, to 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 neither claim in law nor 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 hereunder up to that time by reason hereof, or of any payments and improvements made hereunder, shall on all 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.

Witness our hands, the day and year last above written.

Fred Boren
Mrs. W. A. Boren

STATE OF IOWA, Madison County)ss:

On this 29th day of May A.D. 1939, before me, Geo. D. Smith, a Notary Public in and for Madison County, Iowa, personally appeared Fred Boren & Mrs. W. A. Boren to me known to be the identical persons named in and who executed the foregoing instrument, and whose name were affixed thereto and acknowledged that they executed the same as their voluntary act and deed.

MADE under my hand and seal of office the day and year last above written.

Geo. D. Smith
Notary Public in and for Madison County, Iowa

SELLING PRICE \$2500.

Received payment on the within as follows:
May 29 1939 Int.... Prin 500 Balance due 2000
..... 19.. Int.... Prin.... Balance due
.....19.. Int.... Prin.... Balance due.....