

Deed Record, No. 77, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7599

Mary Ethel Weaver
To
B.
J. F. & Rosa Seifred

#2083
Fee \$.50 ✓
LAND CONTRACT

Filed for record the 1 day of April
A.D. 1940 at 1:45 o'clock P.M.
Pearl E. Shetterly, Recorder

THIS AGREEMENT Made this 17th day of June A.D. 1938 between Mary Ethel Weaver of the County of Madison and State of Iowa party of the first part, and J F Seifred and Rose Seifred of the County of Madison and State of Iowa of the second part is as follows:

First party agrees to sell second party, on the performance of the agreements of second party 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 North Half of the Southwest Quarter of the Northwest Quarter of section Twelve in Township Seventy four North Range Twenty seven, West of the 5th P M.

for the sum of Four Hundred and No/100 DOLLARS, payable as hereinafter mentioned. And the said party, in consideration of the premises hereby agrees to and with the first party to purchase all his right, title and interest in and to the real estate above described for the sum of Four Hundred and No/100 DOLLARS, and to pay said sum therefore to first party, his heirs or assigns, as follows: One Dollar on contract and Twenty Five Dollars at the end of each three months until all has been paid then a deed will be given by first party.

Said parties further agree, that if either party makes default in, or refuses or neglects to comply with the conditions hereof, such party shall forfeit to the party ready, willing and offering to comply herewith at the time and place agreed on the sum ofdollars, which

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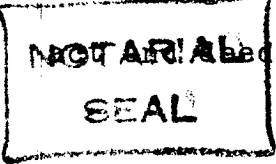
sum may be recovered by an action hereon, with all attorneys fees and costs incident thereto as damages for the loss, expense, inconvenience and delay occasioned thereby and incident thereto only, and such damages shall not constitute nor be construed as a waiver of right to demand and enforce specific performance of this contract.

And it is agreed that any action for damages as above specified shall be brought in the county of the residence of the party not in default. Witness our hands the date first herein written.

State of Iowa, Madison County)ss.

Mary Ethel Weaver
J F Seifred and Rosa B. Seifred

On this 17 day of June A.D. 1938 before me personally appeared Mary Ethel Weaver and J F Seifred & Rosa^B/Seifred to me known to be the identical person_ named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary **NOTARIAL** for the purpose therein specified.



P. F. Beeler Notary Public
in and for said County

By J F & Rosa B.Seifred To Ethel Weaver

Pd on Sept 17-1938	25.00		
" " Dec 17-1938	25.00	"	June 17 25.00
" " Mar 16-1939	25.00	"	Sept 18" " 25.00
		"	Dec 18 " 25.00
		"	Mar 16 1940 25.00