

## Deed Record, No. 77, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7669

The Liquidation Corp.

#3164

Filed for record the 31 day of May  
A.D. 1940 at 1:55 o'clock P.M.

To

Fee \$1.00 ✓

Pearl E. Shetterly, Recorder

Moody &amp; Norma Greenfield

COPY REAL ESTATE AGREEMENT

This Article of Agreement made and entered into this 1st day of September, 1938, by and between The Liquidation Corporation, of Davenport, County of Scott, and State of Iowa, party of the first part, and Moody Greenfield and Norma Greenfield, of Winterset, R.F.D. #4, County of Madison, State of Iowa, party of the second part, Witnesseth, That in consideration of the sum of Two thousand eight hundred and no/100 Dollars (\$2,800.00), the party of the first part has this day sold to the party of the second party the following described property, situated in the County of Madison, State of Iowa, to-wit:

South half of the Southwest Quarter (S $\frac{1}{2}$  SW $\frac{1}{4}$ ) Section Twenty-five (25), and the North Sixty acres (N. 60 A.) of the East Half of the Northwest Quarter (E $\frac{1}{2}$  NW $\frac{1}{4}$ ) Section Thirty-six (36), all in Township Seventy-five (75), North, Range Twenty-Nine (29), West of the 5th P.M.

140 acres, more or less, according to the Government survey thereof.

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 eight hundred and no/100 Dollars (\$2800.00) in the manner following, viz., Ten and no/100 Dollars (\$10.00) on the execution of this contract, the receipt whereof is hereby acknowledged. And the remaining sum of Two thousand seven Hundred ninety and no/100 Dollars (\$2,790.00) to be paid as follows: \$90.00 on or before March 1, 1939. A promissory note for \$2700.00 due and payable on or before March 1, 1944, with interest at the rate of 4% payable semi-annually and with a payment of \$100.00 on each March 1st, beginning March 1, 1940. The second party has the option of paying \$50.00 or any multiple thereof at any time.

at the time that a good and sufficient Special Warranty Deed and Abstract of Title showing good, clear, merchantable 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 Winterset, State of Iowa, when the above payments are completed or before the .....day of .....19.....

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 1st 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 said property.

The first party agrees to pay the 1938 taxes (due in 1939), and the second party agrees to pay the subsequent taxes.

This contract is subject to the approval of the District Court of Scott County, Iowa, and, in the event same is not approved, then the contract is void, and the contract payment is to be returned to the second party without damages to either party.

Second parties agree to provide proper insurance on the buildings, from and after March 1st, 1939.

It is further agreed that the abstract of title shall be submitted to the second party for examination, on or before the 1st day of March, 1940, and second party shall report on same within 30 days after same is submitted, as to defects therein, and any defects not so reported on shall be deemed as waived.

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 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 party, in consideration of the damage, injury and expense thereby resulting, or that may be

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incurred by or to the party of the first part thereby foregoing agreement shall, at first party's option, 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, the same being agreed upon as liquidated damages, but this shall not affect the right to compel specific performance.

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

(CORPORATE SEAL) Moody Greenfield THE LIQUIDATION CORPORATION, DAVENPORT, IA.  
Norma Greenfield By G. D. Thompson Liquidating Officer

The first party agrees to furnish merchantable title, but, in the event merchantable title cannot be furnished, then this contract is void, and the payments already made by the second party will be returned without damages to either party.

All sums due and payable under this contract are payable at the office of the first party in Davenport, Iowa.

The second party shall take notice of any property on the premises that belongs to the tenant, as said property is to remain the property of the tenant.

STATE OF IOWA SCOTT COUNTY )ss.

On this 27th day of May, 1940, before me, a Notary Public in and for Scott County, in the State of Iowa, personally appeared G. D. Thompson, to me personally known, who, being by me duly sworn, did say that he is the Liquidating Officer of The Liquidation Corporation, a corporation organized and existing under the laws of the State of Iowa, and having its principal office and place of business at Davenport, in Scott County, in the State of Iowa; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and the said G. D. Thompson acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him and by it voluntarily executed.

F. J. Kaufmann Notary Public in and  
for Scott County, Iowa.

