

Deed Record, No. 77, Madison County, Iowa

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

Agnes Mary Koch, Exec.

#4851

Filed for record the 12 day of September
A.D. 1940 at 11:45 o'clock A.M.

To

Fee \$1.00✓

Pearl E. Shetterly, Recorder

Earll Hurlbut & Wife

REAL ESTATE CONTRACT

THIS AGREEMENT, Made this 2nd day of August, 1939, between Agnes Mary Koch, Executrix of the Will of Marie Koch, Deceased, party of the first part, and Earll Hurlbut and Della Hurlbut, husband and wife, parties of the second part.

WITNESSETH: The first party, in consideration of the agreements herein made by the second party, and to be performed by him, hereby agrees to sell and convey unto the second party the following described real estate, to-wit:

The Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$)
of Section Twelve (12), Township Seventy-five (75)
North, Range Twenty-six (26) West of the 5th P.M.,
Madison County, Iowa,

for the sum of One Thousand (\$1000.00) Dollars, to be paid in the times and manner following, viz: \$350.00 in cash at date hereof receipt of which is hereby acknowledged, and the balance of \$650.00 on January 2, 1940, at which time a deed of conveyance is to be executed and delivered by Agnes Mary Koch in her individual capacity or as Executrix of the Will of Marie Koch, Deceased. If said conveyance is by Agnes Mary Koch, as executrix, then it is to be approved by the Court having jurisdiction; if by Agnes Mary Koch, individually, then the conveyance is to be by special warranty deed, warranting only as against persons claiming by, through or under her. At the time of the payment of the \$650.00, first party is to deliver to the second parties the abstract of title in the condition in which it was at the time it was delivered to first party and is not to be required to have the same continued to date.

It is further agreed that when Charles Beeler, who is now acting as Receiver for the real estate hereinbefore described, files his final report, that the net amount received by the first party from the said receivership will be applied on the balance due under this contract on January 2, 1940.

It is further agreed that the sum of \$650.00, less the amount credited by a payment from the Receiver, is to bear interest at the rate of 5% per annum from September 1, 1939.

The second parties agree that they will promptly and punctually pay each and all sums of money due under this contract, together, with the interest, and that if said amounts are not paid when due this contract may be forfeited as provided in Chapter 527 of the 1935 Code of Iowa or any other laws of the state providing for such forfeiture.

It is further provided that this sale is made subject to all unpaid taxes which may be a lien on said real estate. That the second parties will pay said taxes when due and before they become delinquent, and if they fail to pay the same the first party may make said payments and add the same to be the balance due under this contract, which amounts will draw interest at 5% per annum and will be recoverable as provided under the provisions of this contract.

It is further agreed that said real estate is being sold subject to any special assessments which are now or may hereafter become a lien on the real estate.

It is further agreed that if it shall be necessary for first party to forfeit this contract for non-payment of the balance due, or for any other reason, that all rights and interests hereby created in favor of the second parties, or their assigns, shall cease and determine, and the said premises shall revert to and revest in the first party in the manner provided by law, without further/declaration of any kind on the part of the first party, and without any right or claim of the second parties for moneys paid or improvements made.

It is further agreed that the second parties shall keep the buildings on said real estate insured for at least \$1000.00, which insurance shall be payable to the parties to this contract as their interest may appear.

Agnes Mary Koch Executrix of the
Will of Marie Koch, Deceased
Party of first part

Earll Hurlbut
Della Hurlbut
Parties of Second Part

Deed Record, No. 77, Madison County, Iowa

J. H. WELCH PRtg. CO., DES MOINES 7009

STATE OF IOWA MADISON COUNTY)SS:

On this 31st day of August, A.D. 1939, before me, a Notary Public in and for the County of Madison State of Iowa, personally appeared Earll Hurlbut and Della Hurlbut, personally known to me to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

(Notarial Seal)

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

STATE OF IOWACOUNTY)ss.

On this 30th day of August, A.D. 1939, before me, a Notary Public in and for the County of , State of Iowa, personally appeared Agnes Mary Koch, Executrix of the Will of Marie Koch, Deceased, personally known to me to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

(Notarial Seal)

Clair E. Hamilton Notary Public
in and for County, Iowa

EXTENSION OF TIME OF PAYMENT OF PART OF UNPAID BALANCE

Comes now Agnes Mary Koch, the present owner and holder of the within and foregoing real estate contract, and hereby agrees to extend the time of payment of the sum of \$200.00, which will be due according to the terms of said contract on January 2, 1940, until January 2, 1941, with interest at the rate of 5% per annum from January 2, 1940.

Dated at Winterset, Iowa, this 16th day of December, 1939.

COM:

Agnes Mary Koch