

Deed Record, No. 77, Madison County, Iowa

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

Sophie Kohrs #6304 Filed for record the 23 day of November
To Fee \$1.00 A.D. 1940 at 4:35 o'clock P.M.
Walter A. & Gladys R. Duff Pearl E. Shetterly, Recorder

CONTRACT

THIS AGREEMENT, Made this 31 day of January A.D. 1940 between Sophie Kohrs, widow of the County of Scott and State of Iowa, party of the first part, and Walter A. & Gladys R. Duff of the County of Madison and State of Iowa, of the second part, as follows:

The party of the first part hereby agrees to sell to the party of the second part on the performance of the agreements of the party of the second part as hereinafter mentioned, all his rights, title, and interest in and to the real estate, situated in the County of Madison and State of Iowa, to-wit:

The Northeast Quarter of the Northwest Quarter and the West Half of the Northwest Quarter of the Northeast Quarter of Section Eight, Township Seventy five North, Range Twenty six, West of the 5th P.M.

According to the United States Government Survey thereof, together with all improvements, thereon and all and singular the tenements, hereditaments, and appurtenances ther_ unto belonging or in anywise appertaining, subject however to any and all reservations and easements of record and or as inspection of premises may disclose. for the sum of One Thousand Dollars DOLLARS, payable as hereinafter mentioned. And the said party of the second part, in consideration of the premises, hereby agrees to and with the party of the first part to purchase all his rights, title and interest in and to the real estate above described, for the sum of One Thousand Dollars DOLLARS, and to pay said sum therefor to the party of the first part, his heirs or assigns, as follows: One Hundred Dollars and No/100 Dollars on the execution of this agreement and the balance of Nine Hundred Dollars Dollars in equal payments, to-wit;

	Day	Month	Year	Principal	Interest	Total
First Payment	1st	March	1940	One hundred dollars payable annually on July		
Second Payment	1st	July	1940	1st until fully paid. And all unpaid balance		
Third Payment	1st	July	1941	to draw interest of (5) per cent per annum,		
Fourth Payment	1st	July	1942	from and after March 1st, 1940 and payable March		
Fifth Payment	1st	July	1943	1st 1941 and semi-annually thereafter.		
Sixth Payment	1st	July	1944			

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Seventh Payment	1st	July	1945
Eighth Payment	1st	July	1946
9th Payment	July	1st,	1947
10th "	"	"	1948

with interest from this date at the rate of five per cent per annum on all such sums as shall remain unpaid, payable annually until all is paid.

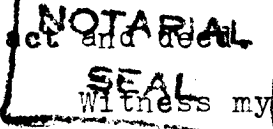
And the party of the second part shall also annually pay all taxes and assessments that may accrue on said property as they become due, or before they become delinquent, and including the tax for the year 1939. And it is expressly agreed by and between the parties hereto, that the time and times of payment 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 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 had 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 action of the party of the first part. And if the party of the second part, or any other person or persons, shall be in the possession of said real estate, or any part thereof, he or they will peaceably 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 said sums of money, interest, and taxes are paid as aforesaid, promptly at the times 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.

Witness our hands, the day and year above written.

STATE OF ICWA, Madison County)ss.

Sophie Kohrs First Party
Walter A Duff second
Gladys R. Duff parties

On this 6 day of June A.D. 1940, before me, J. W. McKee, a Notery Public in and for said County, personally came Walter A Duff and Gladys R Duff to me personally known to be the identical persons described in, and whose names are subscribed to, the foregoing contract as parties thereto, and acknowledged the execution of said instrument to be their voluntary



Witness my signature and Notarial seal hereto affixed, the day and date last above written.

J W McKee Notary Public