

Deed Record, No. 77, Madison County, Iowa

Mrs Kate Bloom et al

#442

Filed for record the 16 day of January
A.D. 1941 at 2:35 o'clock P.M.

To

Fee \$1.60 ✓

Pearl E. Shetterly, Recorder

Dale Davis

CONTRACT

IT IS AGREED That, upon compliance with the conditions hereinafter set forth, which conditions the parties hereto respectively obligate themselves to perform, so far as upon them respectively incumbent, Kate Bloom and George Bloom, wife and husband, and Mary Buck and Rudolph Buck, wife and husband, as vendors, will sell and convey, and Dale Davis of Madison County, State of Iowa, as purchaser, will buy the following described real estate situated in the County of Madison and State of Iowa, to-wit:

The East Half of the Southeast Quarter of Section Twelve (12) in Township Seventy-four (74) North, Range Twenty-eight (28); and the Southwest Quarter of the Southwest Quarter of Section Seven (7) in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M.

The purchase price of said real estate is Twenty-two Hundred (\$2200.00) Dollars, of which the sum of One Hundred (\$100.00) Dollars has this day been paid, the receipt of which is hereby acknowledged, and the balance of Twenty-one Hundred (\$2100.00) Dollars, with interest as hereinafter stated, is to be paid as follows:

Two Hundred Dollars (\$200.00) on February 1, 1941;
One Hundred Dollars (\$100.00) on January 2, 1942;
One Hundred Dollars (\$100.00) on January 2, 1943;
One Hundred Dollars (\$100.00) on January 2, 1944;
One Hundred Dollars (\$100.00) on January 2, 1945;
One Hundred Dollars (\$100.00) on January 2, 1946;
Fourteen Hundred Dollars (\$1400.00) on January 2, 1947.

All unpaid principal shall bear interest at the rate of four per cent (4%) per annum from and after March 1, 1941, such interest to be paid on the second day of January of each year, commencing on January 2, 1942, and with each yearly payment as above set forth

Purchaser agrees to erect a house of at least two rooms on said premises during the year 1941, and to repair barn and fences, and all of such improvements and repairs shall become and remain a part of the real estate.

All payments to be made under this agreement are to be made at the office of Jebens & Butenschoen in Davenport, Iowa; and all payments of said purchase price and interest in arrear shall bear interest at seven per cent per annum; and a failure to pay any of said installments when due, shall at vendors' option, cause the whole sums to be paid under this agreement to become due and collectible forthwith; and in the event suit is lawfully commenced to enforce the payment of any sums due under this agreement or any of the terms of this agreement, vendors' reasonable attorneys fees are to be considered a part of the costs of suit and collected in the same manner.

Possession of the above described real estate is to be given March 1, 1941.

The said purchaser shall not change or alter or remove any part of the buildings now on said premises, or make any additions thereto, without first obtaining the written consent of said vendors.

The said purchaser further agrees to keep and maintain the buildings on said premises in as good repair substantially as they now are, and further agrees to keep such buildings in-

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insured against fire and tornado in good, and responsible companies, for at least the sum of Two Thousand (\$2000.00) Dollars, for the use and security of said vendors, and to deliver to vendors the insurance policies and renewal receipts, the avails of such insurance, in case of loss, to be paid to said vendors, at their option, and applied toward the payment of said purchase price. This has been modified by correspondence to provide that purchaser shall keep any and all buildings insured for their insurable value instead of a stated sum

The said purchaser further agrees to pay, as the same become due and payable, all taxes and assessments, general and special, that hereafter, from the date hereof, become liens upon the above described premises except that vendors will pay the county and state taxes for the year 1940, due and payable in 1941.

It is further agreed that in case the said purchaser^{shall} fail to pay the taxes or assessments on said premises before the same become delinquent, or keep the buildings^{thereon} insured as hereinabove provided, then vendors may do so, and the amounts so paid shall bear interest at the rate of seven per cent per annum, and shall constitute an additional consideration and payment to be made by said purchaser for said premises, but neither such payments or parts of payments or anything herein contained shall be construed as a waiver of right of said vendors to declare this agreement forfeited in case of a breach of this agreement as hereinafter provided.

The said vendors agree, upon full payment of the purchase price and interest as hereinabove specified, to execute and deliver to said purchaser a warranty deed conveying to said purchaser the above described real estate, covenanting the title thereto to be free of all liens and incumbrances, except such as are created or imposed thereon by said purchaser or assumed by him, and said vendors also agree to furnish and deliver to said purchaser an abstract of title to said real estate showing a good merchantable title to said real estate in said vendors as of the date of this agreement.

It is distinctly understood that a breach of this agreement shall subject the party in default to the usual legal remedies, and that default on the purchaser's part shall authorize the vendors upon giving thirty days' written notice to that effect to declare this agreement to have become absolutely null and void as of the date of such default, and as conferring upon said purchaser no right, title, interest or equity of redemption in or to or claim upon said real estate, and in such case said vendors may also retain all payments made by said purchaser under this agreement as liquidated damages, and vendors may proceed by such other legal remedies as may not be inconsistent with the provisions hereof.

Executed, in duplicate, this 23rd day of December, 1940.

George Bloom

Mrs Mary Buck
Rudolph Buck
Mrs Kate Bloom
Dale Davis

STATE OF WISCONSIN, COUNTY OF Buffalo,)SS.

On this 26th day of December, 1940, before me, the undersigned a notary public in and for said county, personally appeared Kate Bloom and George Bloom, wife and husband, to me known to be the identical persons named in and who executed the foregoing instrument as parties thereto, and acknowledged that they executed the same as their voluntary act and deed.

Frank J Bauer Jr Notary Public
.....County, Wisconsin.
Notary Public, Buffalo County, Wis.
My Commission Expires Feb. 8, 1942
Address - Mondovi, Wisconsin

(Notarial Seal)

STATE OF IOWA, COUNTY OF SCOTT,)SS.

On this 23d day of December, 1940, before me, the undersigned a notary public in and for said county, personally appeared Mary Buck and Rudolph Buck, wife and husband, to me known to be the identical persons named in and who executed the foregoing instrument as parties thereto, and acknowledged that they executed the same as their voluntary act and deed.

Henry V. Cannot decipher
Notary Public, Scott County, Iowa.

(Notarial Seal)

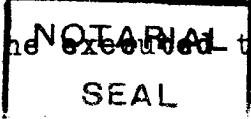
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STATE OF IOWA, COUNTY OF MADISON,)ss.

On this 28th day of December, 1940, before me, the undersigned a notary public in and for said county, personally appeared Dale Davis, to me known to be the identical person named in and who executed the foregoing instrument as party thereto, and acknowledged that he executed the same as his voluntary act and deed.



Raymond H. Croft Notary Public,
Madison County, Iowa.