

Deed Record, No. 77, Madison County, Iowa

Goldie C. Hartley & husband

#546

Filed for record the 22 day of January
A.D. 1941 at 10:25 o'clock A.M.

To

Fee \$1.00

Pearl E. Shetterly, Recorder

Bernard E. Cook & wife

LAND CONTRACT

In Duplicate.

THIS AGREEMENT, made this 8th day of November A.D., 1934 between Goldie C. Hartley and John W. Hartley, her husband of the County of Madison and State of Iowa, party of the first part, and Bernard E. Cook & Verle Cook, (Husband and wife) 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, the following described real estate situated in the County of Madison and State of Iowa, to-wit:

The North One Half ($N\frac{1}{2}$) of the North West Quarter ($NW\frac{1}{4}$) of the North East Quarter ($NE\frac{1}{4}$) of the South East Quarter ($SE\frac{1}{4}$), being 42 rods and 8 links East and West and 20 rods North and South, containing 5 Acres more or less, according to U.S. Government Survey All in Section 6, in Township 77 North, of Range 28 West 5th P.M. Iowa

Bernard E. Cook has a Life Insurance Policy of \$2,000.00 in the Continental Life Insurance Company, St. Louis, Missouri and Verle Cook, his wife, that in case of the death of said Bernard E. Cook, it is hereby understood and agreed by said Bernard E. Cook prior to the completion and payment of this Contract, that One Half of the proceeds of said Life Insurance Policy shall be payable on this contract, for the sum of Four Thousand and Five Hundred and No/100 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 the real estate above described for the sum of Four Thousand and Five Hundred and No/100 DOLLARS and to pay said sum therefor to the party of the first part, his heirs or assigns, as follows: Thirty Five and No/100 DOLLARS on the execution of this agreement and the balance of Forty Four Hundred Sixty Five & No/100 DOLLARS as follows, to-wit: \$35.00 on December 16th 1934 and \$35.00 on the 16th day of each month thereafter until all is paid, with the privilege of paying more at any time. It is understood that the payment of \$35.00 per month is to include all interest on the total amount due and that interest is to be paid monthly.

It is also understood and agreed that this contract is not to be sold or assigned without the written consent of the parties of the first part.

Also the second party is to keep the buildings fully insured with loss clause payable to both parties as their legal interest may appear.

Possession to be given on or before Feby 1st 1935.

No walnut trees to be cut till property is paid for in full. with interest from this date at the rate of 5 per cent per annum payable monthly on all such sums as shall remain unpaid, payable Annually, till 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 1934 First parties to pay 1933 taxes, which are due and payable in 1934

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

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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 or 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 or 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. 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 peacefully 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 such sums of money, interest and taxes, are paid as aforesaid, promptly at the time 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 and Abstract of Title, showing a merchantable title. All papers to be executed and delivered at the office of the Russell Loan & Title Co.

Witness our hands, the day and year above written

Goldie C. Hartley J W Hartley
Bernard E. Cook Verle Cook

State of Iowa Dallas County)ss

On this 8th day of November A.D., 1934 before me C. Bartlett Dawes a Notary Public in and for Dalles County, Iowa, personally appeared Goldie C. Hartley and John W. Hartley, her husband, and Bernard E. Cook and Verle Cook, Husband and Wife to me personally known 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.

(Notarial Seal)

C Bartlett Dawes Notary Public
in and for said County.

Prin				Int			
Nov	16	35.00					
Dec	17	16.40	18.60	\$4465.00	Aug	17	17.61 17.39 4155.39
Jan	18	16.46	18.54	4448.60	Sept	16	17.68 17.32 4138.22
Feb	19	-	18.47	4432.14	Oct.	16	17.76 17.24 4120.46
Mar	16	1.53	18.47	4432.14	Nov	16	17.83 17.17 4102.63
Apr	17	6.54	18.46	4430.61	Jan	4/37	17.91 17.09 4084.72
May	16	11.57	18.43	4424.07	Jan	16	17.98 17.02 4066.74
June	17	16.61	18.39	4412.50	Mar	3	- 17.02 4066.74
July	16	16.68	18.32	4395.89	April	1	- 17.02 4066.74
Aug	16	16.75	18.25	4379.21	April	19	18.06 16.94 4048.68
Sept	16	16.82	18.18	4362.46	June	1	18.13 16.87 4030.55
Oct	16	16.89	18.11	4345.64	July	1	18.21 16.79 4012.34
Nov	16	16.96	18.04	4328.75	Aug	2	18.28 16.72 3994.06
Dec	16	17.03	17.97	4311.79	Sept	1	18.36 16.64 3975.70
Jan	16/36	17.11	17.89	4294.76	Oct	4	- 16.57 3975.70
Feb	16	17.18	17.82	4277.65	Nov.	8	- 16.57 3975.70
Mar	16	17.25	17.75	4260.47	Dec	16	- 16.57 3975.70
Apr	16	17.32	17.68	4243.22	Jan	17/36	- 16.57 3975.70
May	16	17.39	17.61	4225.90	Feb.	16	- 16.57 3975.70
June	16	17.46	17.54	4208.51	Mar	16	9.43 16.57 3966.27
July	16	17.54	17.46	4191.05	Mar	18	- 28.00 3975.70
				4173.51	Apr	17	- 23.71 3975.70
					May	16	3.85 16.57 3971.85

COMPARED

Agnes Mary Cook