Charles E. Tucker and wife,
Catharine Dell Tucker

to

O. M. Hooker and wife, Addie Hooker

#2644

Fee $1,10 ∫

Filed for record the 26 day of December A. D. 1929 at 4:25 o'clock P. M.

Mildred E. Knott, Recorder.

ARTICLES OF AGREEMENT--In Duplicate

WHEREAS, Lester V. Powell, has title to the following described real estate, situated in Madison County, Iowa, to-wit:-

The Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Twenty-seven (27) and the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section Twenty-six (26) and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Twenty-six (26), all in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P. M., Madison, County, Iowa,

and has made and entered into a Contract with Charles E. Tucker, whereby Charles E. Tucker is to become owner of said real estate March 1st, 1929.

NOW, THEREFORE, it is agreed by and between Charles E. Tucker, as Party of the First Part, and O. M. Hooker and his wife, Addie Hooker, Parties of the Second Part, as follows:-

That if Charles E. Tucker acquires title to said real estate on or about March 1st, 1929 that then and in that event Charles E. Tucker agrees to convey said real estate to Parties of the Second Part upon the following terms and conditions, to-wit:-

1st. That Charles E. Tucker has a right to place a mortgage upon said real estate in an amount of not less than Three Thousand ($3000.00) Dollars and for as much more as is possible to secure.

2nd. That Second Parties agree to pay Charles E. Tucker for said real estate the difference between said mortgage, which Charles E. Tucker, is to place on said real estate and the amount of $7,200.00.

3rd. Second Parties agree that on March 1st, 1932 that they will pay First Party Two Hundred Fifty ($250.00) Dollars on said purchase price and to pay each and every year thereafter Two Hundred Fifty ($250.00) Dollars on the principal until all has been paid. All Amounts remaining unpaid shall draw interest at the rate of Six (6) per cent payable semi-annually from and after March 1st, 1929.

4th. Second Parties agree to assume and pay the mortgage on said real estate placed thereon by Charles E. Tucker and to pay all taxes assessed against said real estate and to keep the buildings thereon insured in the amount of not less than two-third's (2/3) their value.

It is further agreed that when Second Parties shall have paid First Party the sum of Twenty five Hundred ($2500.00) Dollars on the principal of this Contract and have paid all interest, taxes and insurance that First Party will then execute and deliver a Warranty Deed of Conveyance to said premises and to take back a Second Mortgage on said premises for the balance remaining unpaid, provided that no liens be attached to said real estate that would be prior to said Second Mortgage, other than the said First Mortgage placed thereon by Charles E. Tucker, for himself, which said Second Mortgage shall draw interest at the rate of Six (6) per cent, payable semi-annually and due in Five (5) years thereafter.

It is further agreed that Parties of the Second Party may take possession of said premises March 1st, 1929, provided that Charles E. Tucker has acquired title to said premises at that date.

It is further agreed that second party shall rebuild the barn on above described land, shall build some sheds to make shelter for live stock, shall repair all fences until same is considered a good lawful fence, and agrees that during the first three years of this contract that he will seed not less than twenty (20) acres of above described land to clover each year. Also agrees that he will seed a few acres to alfalfa sometime during the month of August or September 1929. Also that during the life of this Contract he will keep said land up in good state of cultivation by seeding clover from time to time, as same may require it, and repair all buildings, so that they will be in good condition. It is agreed that all crops raised during the year 1929 and each year thereafter, and all personal property of the second parties shall remain liable for the payment of all interest and taxes that become due on the

For assignment of annexed contract see Mtg. 21 Page 382

Ins. 2. C. D. Record 55-572

ACME-BLACKMAR CO. BURLINGTON 7-148

above described land during the life of this contract.

It is further agreed that should second party fail to make improvements of the buildings, fail to seed said land to clover, or fail to pay all interest and taxes, as well as the payment of the insurance and principal as above stated, then this contract shall be void and at an end and second party agrees to give possession of same at once, and said land shall revert back to first party, and all money received by first party such as interest, or payments on the principal, and all improvements made, shall be the property of first party, and second party shall have no claim on same.

Second party also agrees to cut down enough timber so that Blue Grass will be able to grow, and burn all brush cut from said trees, clean off all bush on said land, but agrees not to cut or sell any Walnut trees except by the consent of the first party.

Should second party sell above described land under the terms of this contract, he agrees to pay first party a cash sum of Twenty-five Hundred Dollars ($2500.00) on the principal of this contract, and that he has no right to sell or assign this contract, unless the Twenty-five Hundred Dollars ($2500.00) as above stated is paid on the principal of this Contract.

It is further agreed that the payment of all interest, insurance, taxes, and payments of all the principal as stated, as well as rebuilding the barn, making sheds for live stock, and other improvements such as seeding the work land to clover, the building fences are the essence of this Contract, and failure to perform each and all of these duties, on the part of the second party, shall give said first party the right to consider this contract void and at an end, and second party agrees that he will without further notice from first party give possession at once, together with any and all improvements, which he may have made on said land.

However, should said Second Party make all payments, and improvements as agreed to in this contract, then first party agrees to deliver a warranty deed of conveyance to second party, together with an Abstract showing good title. Dated Nov. 16, 1928.

Charles E. Tucker — O. M. Hooker

Catharine Dell Tucker — Addie Hooker

State of Iowa, Madison County, ss:

On this 4th day of March, A. D. 1929, before me the undersigned a Notary Public within and for Madison County, Iowa, personally appeared O. M. HOCKER and wife ADDIE HOCKER and CHARLES E. TUCKER and wife, CATHARINE DELL TUCKER, to me known to be the identical persons named in and who executed the foregoing instrument as makers thereof, and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal on the day and year last above written.

NOTARIAL SEAL

Harry F. Anderson

Notary Public in and for Madison County, Iowa.