Robert R. & Marie E. Burd
To
Lester E. Goodman & wife.

#2337

Fee $1.20

Filed for record the 18 day of April A. D. 1949 at 11:15 o'clock A. M.

Wilma M. Wade, Recorder

AGREEMENT FOR SALE OF LAND

THIS AGREEMENT, made and entered into, in triplicate by and between Robert R. Burd and Marie E. Burd, husband and wife, hereinafter called "The Seller" and Lester E. Goodman and Lenita J. Goodman, husband and wife, as joint tenants and not as tenants in common, with full right of survivorship, hereinafter called "The Buyer,",

WITNESSETH: That the sell has this day bargained and sold to the buyer, and the buyer has agreed to purchase from the seller, and pay therefor, the real estate, situated in Madison County and State of Iowa, and described as follows:

The South Half (½) of the Southeast Quarter (¼) of Section 7 and the East Half (½) of the Northeast Quarter (¼) of Section 18, all in Township 74 North, of Range 29 West of the 5th P. M.

for the agreed sum of Seventeen Thousand Six Hundred and 00/100 DOLLARS of which Five Hundred and 00/100 DOLLARS has been paid in hand, receipt of which is acknowledged. The remainder of the purchase price, amounting to Seventeen Thousand One Hundred and 00/100 DOLLARS, shall be paid by the buyer to seller as follows, to-wit: $3000.00 on or before Mar. 1, 1949, at which time possession of the premises shall be given; and the balance of Fourteen Thousand One Hundred Dollars shall be payable as follows: $500.00 on Mar. 1, 1950 and $500.00 on the first day of each March thereafter until said balance shall have been fully paid, with interest at the rate of four per cent per annum, payable Mar. 1st annually when warranty deed conveying title free of liens will be delivered When one-half of the purchase price has been paid and all agreements to be performed by second party and interest and taxes paid as agreed, first party will execute warranty deed conveying the premises to second parties free of liens and carry back the balance of purchase price in first mortgage payable $500.00 annually with interest at four per cent per annum, payable annually,if requested by first parties so to do.

First party agrees to pay the first half of the taxes for the year 1948 payable in 1949, before delinquent, and second party agrees to pay the second half of the 1948 taxes payable

For Assignment of Annexed Contract See Mortgage Record 86 Page 181 filed

Herbert H. Mungers

For Assignment of Annexed Contract See Mortgage Record 84 Page 611 filed

Fulton C. Harmon

Acres-Blackmar Co., Burlington. 48029

in 1949, and all subsequent taxes levied and assessed against the premises, before delinquent, as a part of the consideration for execution of this contract.

As further consideration for this contract, second party shall have all hay in barn on the premises as of the date hereof; and shall receive one-half of the wheat to be threshed in 1949 from approximately 32 acres now seeded to wheat on the premises, and he shall pay one-half of the threshing bill due therefor.

It is understood and agreed that the portable chicken brooder house on the premises shall be considered a part of the premises and a part of the improvements thereon purchased by second party hereunder.

It is further agreed that second parties will at all times keep the buildings on the premises insured for their full insurable value in a company or companies acceptable to first party, for the benefit of first party, and will deliver such policy or policies to the first party to be held by first party as collateral to this contract and/or mortgage, together with evidence of payment of premiums or assessments for such policy or policies.

The buyer shall be furnished an abstract of title showing marketable title of the premises, except as above stated, in the seller and in time for examination and approval thereof before conveyance is made and possession given. Possession shall be given, if the buyer has made all payments then due, on or before the 1st day of march, 1949, on or before which time the seller shall convey the premises to the buyer by good and sufficient warranty deed or deeds. In case of loss by fire, wind or lightning before possession is given to the buyer, the buyer agrees to accept payments collectible under existing insurance policies, and such losses shall not affect the buyer's obligations hereunder. Provisions written on the reverse side hereof are part hereof and of the essence hereof.

In case of suit in equity or action at law, to enforce any terms hereof or to recover judgment for money due hereunder or for breach hereof, a reasonable attorney's fee shall be taxed against the losing party and added to the costs. The buyer acknowledges that he has inspected said premises and agrees that the seller shall, in no event, be liable to the buyer on account of any representations made by the agent or broker concerned in negotiating this sale.

In the event that the buyer fails to make any of the payments herein provided to be paid at the time or times stipulated, or fails to perform any obligations that he undertakes herein, all agreements to pay money and perform other acts as set forth herein, promptly, being agreed to be of the essence of this agreement, then the seller, in addition to all other remedies available to the seller, at law or in equity, by serving thirty days written notice upon the buyer as provided by Chapter 527 of the Code Iowa, 1939, may, unless the buyer has made full payment and performance of all delinquencies before the expiration of the time allowed in said notice so to do, declare this contract null and void and thereupon all rights and interest in and to the premises acquired or existing in favor of the buyer derived directly or indirectly from this agreement shall be forfeited and shall cease and shall revert to the seller as fully as if this contract had not been made, and all payments made on the purchase price and improvements, if any, made on the premises, shall become the property of the seller as compensation for the loss of use of the premises or as liquidated damages for the breach of this agreement; and the buyer and those claiming by, through or under him, shall peaceably remove from said premises, or in default thereof may be treated as tenants unlawfully holding over after the expiration of a lease, and may be ousted by the proper lawful remedy therefor. It is also agreed by the parties that all of their undertakings herein shall be binding upon the heirs, devisees, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, the said parties have hereunto signed their names this 24 day of December, 1948

Lester E. Goodman
Lenita J. Goodman,
by Lester E.Goodman her agent.

Robert R Burd
Marie E. Burd
by Robert R Burd her agent

ACKNOWLEDGMENT

State of Iowa County of Madison) ss:

On this 24 day of December, 1948, before me H. C. Fosher a Notary Public, within and for Madison County, Iowa, personally appeared Robert R. Burd, personally and as agent for Marie E. Burd, and Lester E. Goodman, personally and as agent for Lenita J. Goodman to me known to be the persons named in and whose signatures are affixed to the foregoing AGREEMENT FOR SALE OF LAND, and acknowledged said instrument and their execution thereof to be their voluntary act and deed, as witness my hand and Notarial Seal.

NOTARIAL SEAL

H. C. Fosher Notary Public
in and for Madison County, Iowa.