Deed Record, No. 82, Madison County, Iowa

Dr. C. Ira Gordon et al
To
Levi E. & H. Pauline Huffman

#5070
Fee $1.00

Filed for record the 21 day of November A. D. 1947 at 10:34 o'clock A. M.
Wilma M. Wade, Recorder

OFFER TO BUY

Des Moines, Iowa, October 22, 1947

To Dr. C. Ira Gordon —

I-We hereby make you the following offer for your property, known as 7 miles East of Winterset on Hi-way #92 30 acres More or less with 3 room house, three year old barn, 90 foot chicken house/brooder house, machinery shed, and 2 one-room cabins. Legal description is "All that part of the fractional SW¼ of the NE¼ and the fractional NW¼ of the NE¼ Sec. 30, Twn. 76 N., Range 26 W. "Madison Co. TOTAL PRICE OF PROPERTY IS $4000.00 payable as follows: $100.00, in cash with this offer as part payment, to be held by Nicholson Realty Co. agent, pending delivery of final papers. The remainder of $3900.00 is to be paid as follows, to-wit: $1900.00, in cash to be paid upon delivery of warranty deed upon the form recommended by the Iowa Real Estate Association; or as follows: $2000.00 mortgage loan This offer made subject to the financing

1. All regular taxes on the property due and payable in 1947 are to be paid by seller

2. All special assessments now spread on the Treasurer's books are to be paid by seller

3. All subsequent taxes and special assessments are to be paid by the purchaser.

4. Possession to be given on or before closing deal, 19..., and adjustments of interest, rents and insurance to be made of like date:settlement to be made upon approval of title but not later than date of possession.

5. The owner is to continue the abstract to the date of the contract, showing good and merchantable title, free and clear of all taxes, assessments, liens and encumbrances, other than those specified, except building restrictions, easements, mineral reservations made by former owners, and a mortgage, the balance of which shall not exceed $..... with interest at .....per cent.

6. It is understood that no representations made by the agent in the negotiation of this sale are being relied upon unless incorporated herein in writing, and that this property has been offered me by no other person. Any agreement written on the back hereof shall be a part of this contract.

7. Shades, rods, blinds, venetian blinds, linoleum, storm sash, screens, electric and other attached fixtures are to be left with the house, unless excepted on the back of this contract.

8. It is agreed by and between the parties hereto that, if the owner fails to fulfill his part of this agreement after the same has been accepted, he will pay to the agent the regular commission in full.

9. If the purchaser fails to fulfill his part of the agreement, he shall pay to the owner a sum equal to the amount of said commission and any additional expense incurred by the owner as liquidated damages, and the owner hereby assigns to the agent the claim for commission as above stated. The advance payment made herein shall be forfeited and the same is hereby assigned to the agent to apply on his commission

10. In case either party fails to perform his part of this agreement, the other party may at his option cancel this contract as by law provided, or may proceed by action at law or equity to enforce the same, as provided by law, and the party in default shall pay all costs including attorney's fees, and a receiver may be appointed.

11. It is agreed that at time of settlement funds of the purchase price may be used to pay taxes and other liens to comply with the above requirements, same to be handled under

supervision of Nicholson Realty agent, and subject to approval of buyer's attorney on title questions involved, and needed to produce merchantable title.

12. When accepted this offer shall become a binding contract for the sale and purchase of the above described premises and the owner shall pay said agent the customary commission. If this offer is not accepted by the owner on or before Oct. 24, 1947, it shall become null and void and the initial payment shall be repaid to the buyer without liability on the part of said agent to either party.

The foregoing offer is accepted this 23rd day of October, 1947
Dr. C. Ira Gordon Owner
Bessie M. Gordon Wife or Husband.
- Address.

Levi E Huffman Buyer.
H. Pauline Huffman
Wife or Husband.
2419 West 37th St Address.
5-7724

STATE OF IOWA Polk County) ss.

On this 22nd day of October 1947, personally appeared before me the undersigned a Notary Public in and for Polk County, Iowa, Levi E. Huffman and H. Pauline Huffman and acknowledged that they executed the foregoing instrument as their own voluntary act and deed.

NOTARIAL SEAL

Gladys S. Nicholson Notary Public
in and for Polk County, Iowa.