Deed Record, No. 82, Madison County, Iowa

Frances H. Ingham
To
Gilbert & Mabel Lint

#2061

Fee $ .60 VL

Filed for record the 29 day of April A. D. 1948 at 11:20 o'clock A. M.

Wilma M. Wade, Recorder

OFFER TO BUY

Des Moines, Iowa, April 5, 1948

To Frances H. Ingham I-We hereby make you the following offer for your property, known as $S\frac{1}{2}$ $NW\frac{1}{4}$ NW Frl.$\frac{1}{4}$ NE Frl.$\frac{1}{4}$ and the $SW\frac{1}{4}$ NW Frl.$\frac{1}{4}$ NE Frl.$\frac{1}{4}$ Sec. 5, T. 77 N., R. 26 W, Madison County, Iowa

TOTAL PRICE OF PROPERTY IS $ 2,500.00 payable as follows: $250.00, in cash with this offer as part payment, to be held by J. R. Austin agent, pending delivery of final papers. The remainder of $2,250.00 is to be paid as follows, to-wit: $2,216.33, in cash to be paid upon delivery of warranty deed upon the form recommended by the Iowa Real Estate Association; or as follows: April and May, 1948, rent of 33.67 to be applied

1. All regular taxes on the property due and payable in 1948 are to be paid by seller

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

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

4. Possession to be given on or before July 1, 1948, 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 constract, 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. - - -

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

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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 J. R. Austin 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. If this offer is not accepted by the owner on or before - , 19 - , 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 5 day of April, 1948

Frances H. Ingham Owner — Gilbert Lint Buyer
- Wife or Husband — Mabel Lint Wife or Husband
- Address — - Address
COMPARED - Phone — - Phone