

State of Iowa, County of Linn, ss:

On this 10th day of December, A. D., 1921, before me personally appeared F. C. Waples to me personally known, who being by me duly sworn did say he is the President of the Midland Mortgage Company, a corporation, and Ingram Bixler, to me personally known, who being by me duly sworn, did say that he is the Secretary-Treasurer of the Midland Mortgage Company, a corporation, and each upon oath did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said F. C. Waples and Ingram Bixler acknowledged said instrument to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

(SEAL) Grace Chadima, Notary Public in and for Linn County, Iowa.
Recorded December 28th, 1921 at 9 o'clock A. M.

J. M. Kadlec

Recorder.

3523 Ella A. McInnery & husb. to Harvey Secor

(Contract)

This agreement made this 20th day of August, 1921, by and between Ella A. McInnery and Frank McInnery, husband and wife, parties of the first part, and Harvey Secor, party of the Second Part:

WITNESSETH: That the parties of the first part have this day bargained and agreed to sell to the party of the second part the following described real estate situated in the County of Johnson, State of Iowa, to-wit: The south half (S $\frac{1}{2}$) of Lot Three (3) in Block Nine (9) of the County Seat of Johnson County in Iowa City, Iowa, according to the recorded plat thereof, and as the purchase price of said premises the said Harvey Secor agrees to pay to the said Ella A. McInnery the sum of Fourteen Hundred (\$1400.00) Dollars payable as follows, to-wit: Two Hundred (\$200.00) Dollars upon the execution of this contract, receipt of which is hereby acknowledged, and the balance of said purchase price, to-wit: Twelve Hundred (\$1200.00) Dollars to be paid within five years from September 1, 1921 in installments of not less than Twenty Dollars on the 1st day of each month beginning with September the 1st, 1921. Said deferred payments to bear interest at the rate of six per cent per annum.

It is agreed by and between said parties that every six months after the above date the interest on the deferred payments shall be ascertained and the amount thereof deducted from the payments made to that date and the balance to be allowed as a payment on the principal.

It is further agreed and understood that in as much as Wm. E. Schneider holds a mortgage on said described property the said payments are to be made to him and he is to endorse same on the note herewith executed and when all the payments have been made in accordance with the terms of this contract the said Wm. E. Schneider agrees to release and cancel said mortgage.

The party of the second part is to have the privilege of paying the entire balance or any portion thereof, over the amount of said monthly payments, at any time prior to the 1st day of Sept., 1926.

It is further agreed by and between these parties that in no case shall the party of the second part assign this contract or rent said premises without the written consent of the parties of the first part, and in no case shall the party of the second part assign this contract or rent said premises to any other parties than those belonging to the Caucasian race within five years from the date hereof, and in the event of the party of the second part or of any assignee from the party of the second part assigning this contract or renting these premises, or selling or conveying the same to any person other than one belonging to the Caucasian race, then in that event this contract is to be considered forfeited with all the rights and penalties as to forfeiture provided for herein.

And upon the prompt payment of the amounts herein agreed upon the said parties of the first part agree to make said party of the second part a good and sufficient warranty deed to said premises, together with an abstract brought down to date showing merchantable title free from encumbrance. Parties of the first part hereby deliver possession of said premises to the party of the second part.

Grantee to pay taxes for the year 1921 and all subsequent taxes and same to be excepted from the covenants in said deed. Time is made the essence and condition of this contract, and a failure to make any of said payments, principal or interest, within thirty days after due, shall discharge said vendor, both in law and equity, from all liability to execute said deed or refund payments made and he may take possession of said premises and treat the occupant as a tenant holding over after the termination of a lease and may have the remedy of forcible entry and detainer or enforce payments of the sums still unpaid.

It is agreed by the parties hereto, that in case any such payment of principal or interest remains unpaid for the space of thirty days after the same becomes due, or in case grantee commits any waste on said premises, then the whole amount remaining unpaid on this contract shall become due and payable without further notice.

And it is further agreed by the party of the second part that if it becomes necessary to enforce the terms of this contract by law, a reasonable sum shall be taxed as attorney's fees, and added to the costs.

It is further agreed that the party of the first part shall assign the policies of insurance on said premises to the party of the second part, and the party of the second part agrees to keep said property insured in some approved company for not less than \$1000.00. In case of loss the insurance to be paid to either the said Wm. E. Schneider or to the party of the first part as their interests may appear, the amount so paid to be credited as a payment on this contract, and any balance to be returned to the party of the second part.

Signed this 20th day of August, 1921.

Mrs. Ella A. McInnery

Frank McInnery

Parties of the first part

Harvey Secor

Party of Second Part

W. E. Schneider

State of Iowa, Johnson County, ss:

On this 20th day of August, A. D., 1921, before the undersigned, T. M. Fairchild, a Notary Public in and for said County, personally appeared Ella A. McInnery and Frank McInnery, husband and wife, and Harvey Secor and Wm. E. Schneider, to me personally known to be the identical persons whose names are affixed to the foregoing contract as parties thereto, and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

(SEAL) T. M. Fairchild, Notary Public, in and for Johnson County, Iowa.

Recorded December 30th, 1921 at 1:45 o'clock P. M.

J. M. Kadlec

Recorder.

In consideration of the payment of the debt named therein, The Security Savings Bank of Wellman, Iowa, does hereby release the mortgage made by Ransom C. Gosnell and Ida J. Gosnell to Security Savings Bank, Wellman, Ia., and which is recorded in Book 53 of Mortgages, page 394 of the records of Johnson County, Iowa.

Witness the act of the corporation this 27 day of Dec., 1921.

(SEAL)

SECURITY SAVINGS BANK
H.B. Knight, Cashier.

State of Iowa, Washington County, ss:

On this 27 day of Dec., A. D., 1921, before me, a Notary Public in and for said County, personally appeared H.B. Knight to me personally known, who being by me duly sworn, did say that he is the Cashier of Security Savings Bank, and that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said H.B. Knight acknowledged said instrument to be the voluntary act and deed of said Security Savings Bank by him voluntarily done and executed.

Witness my hand and notarial seal, the day and year last above written.

(SEAL)

W. C. Lantz, Notary Public

Recorded December 31st, 1921 at 9 o'clock A. M.

J. M. Kadler

Recorder

###' 3538 Milton Remley to C. L. Sweeting (Contract) X
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This article of agreement, made and entered into by and between Milton Remley, party of the first part, and C. L. Sweeting, party of the second part, both of Johnson County, Iowa, WITNESSETH:

That the said first party agrees to sell and convey to the said second party the south-east quarter (¼) of Section Twenty-nine (29) except two and forty one-hundredths (2-40/100) acres in the northwest corner thereof belonging to Charles Alley and the east half (½) of THE northeast quarter (¼) of said Section, all being in Township seventy-nine (79) North, Range Seven (7), West of the 5th P.M., upon the following terms and conditions: The total purchase price thereof to be \$46000.00 and the payment of \$6000.00 to be made upon the signing of this contract and the said second party to execute notes dated March 1st, 1921. One for \$2500.00 due March 1st, 1922; one for \$2500.00 due March 1, 1923; one for \$2500.00 due March 1, 1924; one for \$3000.00 due March 1, 1925; one for \$3500.00 due March 1, 1926; one for \$4000.00 due March 1, 1927; one for \$4300.00 due March 1, 1928; one for \$4600.00 due March 1, 1929; one for \$5000.00 due March 1, 1930; one for \$8100.00 due March 1, 1931; the said notes to bear interest at 5% per annum, payable annually, and the same shall be drawn so that in the default of the payment of interest the interest thereon shall bear 6% interest and all past due notes shall bear 6% interest. But second party shall have the right to pay \$100, or any multiple thereof, on any interest paying date. The said second party shall pay the taxes on said premises and all assessments; shall keep the buildings on said premises insured for the benefit of the said first party; but in case of loss and the said buildings are rebuilt by the said second party and new insurance taken thereon, then said first party shall allow the fund received for insurance to help pay for the new building.

The said second party shall commit no waste and shall keep the land up by a proper rotation of the crops and keep the said buildings in repair so that there shall be no diminution in the value of said property.

It is further agreed that if the taxes are not paid by the second party when the same become due the said first party may, to protect his interest, pay the said taxes and shall receive 8% interest on such payments which shall be a lien upon said premises.

It is further agreed that when the said second party shall have made payments so as to leave no more than twenty thousand dollars due thereon if he so desires the said first party shall execute a warranty deed with the usual covenants of warranty and the said second party shall execute a mortgage to secure the notes remaining unpaid.

It is further agreed that the said first party will furnish an abstract showing a good merchantable title to said premises.

Witness our hands this 31st day of December, 1921.

Milton Remley
Mary D. Remley
C.L. Sweeting

State of Iowa, Johnson County, ss:

On this 31st day of December, 1921, before me, C.B. Russell a Notary Public in and for said County, personally came Milton Remley and Mary D. Remley, to me personally known to be the identical persons whose names are affixed to the above instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and notarial Seal the date last above written.

(SEAL)

C.B. Russell, Notary Public in and for Johnson County, Iowa.

Recorded December 31st, 1921 at 3:25 o'clock P. M.

J. M. Kadler

Recorder.