

premises and to collect the rents and profits thereof, to be applied as may be directed by the court.

It is further agreed that no extension of time of payment or waiver of default in the payment of any installment of principal or interest due under this contract shall effect the right of said first party to require prompt payments of any subsequent installments of principal or interest, or to declare a forfeiture for non-payments thereof.

When all of the sums of money, interest and taxes are paid, as aforesaid, and all agreements on the part of second part shall have been fully complied with, first party on receiving all of said money and interest, and upon the surrender of the duplicate of this contract, will execute and deliver to said second party, his heirs or assigns, a good and sufficient warranty deed, conveying said premises, in fee simple, subject, however, to any taxes and assessments payment of which has been assumed by second party under this contract, and subject to all liens and encumbrances imposed on said premises by second party or his assigns; and first party shall with said deed furnish an abstract of title showing good and merchantable title in said first party, any cost of entries on said abstract, subsequent to the date hereof, which are not occasioned by first party, shall be paid by second party.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands in Iowa City, Iowa, the date first above written.

J.J. Ostdiek
Blanche Ostdiek
Mabel C. Tennyson
T.A. Tennyson

Robert L. Beyer
Kathleen M. Beyer
Second Party

First Part.

STATE OF IOWA JOHNSON COUNTY SS.

On this 11 day of April, A.D., 1946, before me Will J. Hayek, a Notary public in and for Johnson County, Iowa, personally appeared J.J. Ostdiek and Blanche Ostdiek, husband and wife, and T.A. Tennyson and Mabel C. Tennyson, his wife, herein known as first party, and Robert L. Beyer herein known as second party, and acknowledged that they executed the foregoing instrument as their voluntary act and deed.

(seal) My commission expires July 4, 1948.

Will J. Hayek

Notary Public in and for Johnson County, Iowa.

STATE OF IOWA, SCOTT COUNTY SS.

On this 6th day of April, A.D. 1946, before me, Thomas J. Madden, a Notary Public in and for Scott County, Iowa, personally appeared Kathleen M. Beyer, known as one of the party of the second part, and acknowledged that she executed the foregoing instrument as her voluntary act and deed.

(seal) My commission expires July 4, 1948.

Thomas J. Madden

Notary Public in and for Scott County, Iowa.

Recorded this 16th day of April A.D. 1946, at 2:50 o'clock P. M.

Recorder.

3323. Della A. Grizel to Elmer M. Jones and wife. Contract.

Recording fee 1.30

THIS AGREEMENT entered into this 16th day of April, 1946, by and between Della A. Grizel, unmarried, party of the first part, and Elmer M. Jones and Mary Farr Jones, husband and wife, parties of the second part, all of Johnson County, Iowa,

That the party of the first part, for and in consideration of the mutual agreements herein made, and the payments made and to be made by the parties of the second part, as hereinafter set out, has this day agreed to sell and convey to the parties of the second part, the following described real estate situated in Johnson County, Iowa, to-wit:

The west fifty-eight (58) feet of the north one hundred (100) feet of Lot Two (2), in Block Fourteen (14), East Iowa City, an addition to Iowa City, Iowa, according to the recorded plat thereof.

for the agreed sum of Three Thousand, Eight Hundred (\$3,800) Dollars, payable as follows. Five Hundred (\$500) Dollars in cash upon the execution of this contract, receipt of which is hereby acknowledged by the party of the first part, and the balance to be paid at the rate of thirty (\$30.) Dollars per month on or before the 4th day of each and every month, commencing May 4, 1946, such payments to continue until the balance due under this contract has been paid in full. All deferred payments shall draw interest from May 1, 1946 at the rate of five per cent (5%) per annum, and such interest shall be deducted from the monthly payment each month and the balance of such monthly payment shall be applied upon the principal.

Parties of the second part covenant and agree to purchase the above described real estate and to pay therefor the said sum of Three Thousand, Eight Hundred (\$3,800) Dollars, with five per cent (5%) interest upon all deferred payments as above provided. Parties of the second part shall have the option to pay at any time any sums in addition to the monthly payments herein provided for, such payments to apply upon the principal.

Party of the first part shall pay all taxes which are now a lien upon said property, including the regular taxes of 1945, and all special assessments, if any, which may now be a lien upon said property, PARTIES of the second part agree to pay all taxes upon said premises accruing or levied after this date before the same become delinquent, and all special assessments levied after this date, if any shall be made, and to make the payments herein provided for, both principal and interest, at the time the same become due.

Parties of the second part also agree to keep the buildings on said premises insured against loss by fire and lightning for at least Three Thousand (\$3,000) Dollars, and agree to carry extended coverage insurance in the same amount, such insurance to be in companies to be approved by the party of the first part and for her benefit. It is further agreed that in the event of a loss by fire, lightning, tornado, or other insured hazard, that the property may be repaired from the proceeds of such insurance, or the amount of insurance may be paid to the party of the first part to apply upon the amounts due under this contract, at the option of the parties of the second part,

Parties of the second part further agree to keep the dwelling upon said premises in good repair, and that the same shall not be removed from the land above described.

It is further agreed by and between the parties hereto that if the parties of the second part fail to pay the taxes upon said premises before the same become delinquent, or fail to pay the amounts due hereunder, either principal or interest, when the same become due, or fail to perform any of the conditions or provisions of this contract, then and in that event the parties of the second part hereby covenant and agree with the said party of the first part, her assigns or successors in interest, that should there be a default in the payments provided for, or in any of them, at the time or times above specified, then this agreement at the option of the party of the first part, shall be forfeited and become null and void, and shall be no longer binding upon the party of the first part.

It is expressly agreed and understood that time is the essence of this contract and the performance of each and every one of the covenants and agreements of the parties of the second part herein contained is as much the considerations of this contract and a condition precedent as the payment of the purchase money aforesaid, and a failure to make any of the said payments when due or to comply with any of the conditions or covenants of this contract

See Assignment in Book 166 page 289

shall discharge said party of the first part, both in law and equity, from all liability to executed a deed to the parties of the second part to said premises or to refund any payments made, and the party of the first part, by giving thirty days' notice in writing of her intention to forfeit this contract and the reason therefor, shall have the right to take immediate possession of said premises and treat the occupants as tenants holding over after the termination of a lease, and may have the remedy of forcible entry and detainer whether her cause of action shall have accrued thirty days prior thereto or not, the thirty days notice above mentioned being that provided for under the statutes of Iowa as the time within which to make payment of all delinquent payments after notice of such non-payment is given.

It is further specifically agreed that in the event of a default by the parties of the second part in the payment of any of the sums herein provided for, or in the event of a breach of any of the conditions of this agreement by parties of the second part, the said party of the first part shall have a right to declare this contract terminated at any time the said parties of the second part may be in such default, but failure of the party of the first part to declare a forfeiture of this agreement immediately upon the default of the parties of the second part shall not afterwards estop said party of the first part from insisting thereafter upon the compliance by second parties of the terms of this contract, nor constitute a waiver on the part of the said party of the first part, and she shall have the right to declare a forfeiture at any time that the parties of the second part may be in default in the performance of any of the terms and conditions hereof.

This agreement shall not be assigned or transferred without the written consent of the party of the first part. In the event of the sale, transfer, or assignment of this agreement with such consent, each successive assignee or grantee shall succeed to all the rights and liabilities of the parties of the second part, and all the conditions of this agreement shall apply to such assignee with the same force and effect as it does to the original buyer.

Party of the first part hereby covenants and agrees with the said parties of the second part that upon the full, prompt, and faithful performance by said second parties of each and all of the covenants by them to be performed, kept and fulfilled, and upon the payment of the principal and interest of the various sums herein specified in the manner and at the time and times stated, said party of the first part, her assigns or successors in interest, will convey said premises to said parties of the second part as joint tenants with right of survivorship and not as tenants in common by good and sufficient deed of conveyance, but subject to any liens, claims, or matters affecting the title to such property placed, suffered, or caused by parties of the second part on and after the date hereof; and party of the first part agrees to furnish an abstract of title to said premises showing merchantable title, except as provided in this paragraph/

It is agreed by and between the parties hereto that when the said second parties shall have reduced the amount due hereunder to the amount remaining unpaid on the present mortgage on said premises and accrued interest, if any, said second party shall assume said mortgage and receive deed to said premises subject thereto; or the said party of the first part may reduce or pay off such mortgage. Should the said first party fail to pay the interest or payments on the present mortgage on said premises, the said second party may pay such interest or payments and shall receive credit hereon for the amount so paid. The party of the first part agrees to keep parties of the second part informed as to the balance due on said mortgage, and as to whether all interest payments and installments have been made on said mortgage promptly when due. The party of the first part covenants and agrees that she will collect no money hereunder beyond the amount of the value of her equity in said real estate herein described, and if said first party shall hereafter collect or receive any moneys hereunder beyond the amount of value of her equity, she shall be considered and held as collecting and receiving said money as the agent and trustee of the parties of the second part and for their use and benefit.

The conveyance of the west fifty-eight (58) feet of the north one hundred (100) feet of Lot Two (2), Block Fourteen (14) E I.C. to parties of the second part shall be made subject to the following condition and covenant, which shall be binding upon the said second parties, and upon their heirs, successors and assigns: "Said premises shall not be sold nor leased to any person or persons other than of the Caucasian Race". Conveyance will also be made subject to the provisions of the Zoning Ordinances of Iowa City, Iowa.

This contract is made by the party of the first part and accepted by parties of the second part subject to all of the rights of Dr. V. M. Gregg and Belle Gregg, husband and wife, who are now occupying the above described premises as tenants under a written lease with party of the first part, dated August 7, 1945, and extended February 20, 1946, which lease and extension provide that the said Dr. V.M. Gregg and wife shall have possession of said premises until August 31, 1946, with the understanding that if they should make definite arrangements to move out of Iowa city prior to that date they may cancel their lease by giving 30 days' written notice to the party of the first part. Parties of the Second Part shall collect all rentals on said premises after May 1, 1946, and on this date they receive possession of said premises, subject to the rights of the tenants named in this paragraph.

It is further agreed and understood that this contract shall be binding upon the personal representatives of all parties hereto, and that if it becomes necessary to enforce the terms hereof by an action in court, a reasonable sum shall be taxed as attorney fees and added to the costs and expenses thereof.

WITNESS our hands, the day and date first above written.

Della A Grizel
Party of the first part.
Elmer M. Jones
Mary Farr Jones
Parties of the second part.

STATE OF IOWA JOHNSON COUNTY SS:

On this 16th day of April, 1946, before me, the undersigned, a Notary Public in and for said County, personally appeared Della A. Grizel, unmarried, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged the execution of the same to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the day and date last above written.
(seal)

G. M. Murphy
Notary Public in and for Johnson County, Iowa.

Recorded this 18th day of April A.D 1946, at 1:00 o'clock P. M.

3332. Kate Wickham to Francis Bendure and wife. Agreement. Recording fee .90

IT IS AGREED between Kate Wickham, single, first party, and Francis Bendure and Nora Ellen Bendure, husband and wife, second parties, as follows:

For the considerations hereinafter provided, first party hereby agrees to sell and convey to second parties the following described real estate, to-wit:

The West Half of Lot 8, Block 11, of that part of Iowa City, Iowa, known and described as the County Seat of Johnson County.

Second parties agree to purchase the above described property and to pay to first party as the purchase price thereof the sum of \$6000.00, payable as follows: \$1000.00 in cash upon