

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, Ella A. McInnerney and Frank McInnerney, husband and wife, of Johnson County, Iowa, as parties of the first part, did on the 12th day of May 1923 enter into a written contract with Ethel Smith, widow, of Johnson County, Iowa, as party of the second part, whereby the parties of the first part in consideration of certain payments and conditions set out in said written contract agreed to sell to the said party of the second part, and the said party of the second part agreed to purchase the following described real estate, to-wit:

Property known as 309 Harrison Street; Iowa City, Iowa, Commencing 80 feet (80) east of the northwest corner of Lot One (1) in Block Twenty (20) County Seat of Johnson County Addition to Iowa City, Iowa, thence south seventy (70) feet; thence east seventy (70) feet; thence north seventy (70) feet; thence west seventy (70) feet to the place of beginning.

And whereas the said Ethel Smith has made certain payments under the terms of said written contract amounting to about \$612.90 in addition to the interest as provided for by the terms of said written contract, and

Whereas there is an unpaid balance of the principal in the sum of \$1987.10 together with \$6.90 interest on deferred payments up to September 1, 1925 as provided for by said written contract, and

Whereas the said Ethel Smith has assigned her interest in said contract and in the above described premises to Wood Taylor and Charlotte Taylor, his wife, in consideration of \$300.00 to her paid by the said Wood Taylor, and in further consideration that the said Wood Taylor and Charlotte Taylor complete the contract with the aforementioned parties of the first part by the payment of \$2300.00 as hereinafter set out, out of which payments the said Ethel Smith is to receive an additional sum of \$312.90, less whatever interest may be due on said deferred payments up to September 1, 1925, and in consideration thereof the said Ethel Smith releases any and all rights she has in said written contract and in said described real estate by virtue of said written contract.

Therefore it is hereby understood and agreed by and between all of the undersigned parties that in consideration of the foregoing, and in further consideration of the matters herein-after set out the said Ella A. McInnerney and Frank McInnerney have this day bargained and agreed to sell unto the said Wood Taylor as party of the second part the above described real estate, and as the purchase price thereof the said Wood Taylor and Charlotte Taylor, husband and wife agree to pay to the said Ella A. McInnerney or her order the sum of \$2300.00 payable as follows, to-wit: The said Wood Taylor and Charlotte Taylor agree to pay to the said Ella A. McInnerney, or to her order, not less than \$25.00 on the first day of each and every month beginning with October 1, 1925 with interest at the rate of 6 per cent on all deferred payments from the 1st day of September, 1925, said interest payable semi-annually.

It is further agreed by and between said parties that every six months after the first day of October 1925 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.

Second parties have the privilege of paying the entire balance or any portion thereof over the amount of said monthly payments at anytime.

It is agreed that whenever there shall have been paid an amount sufficient so there is not owing first party in excess of \$1250.00, first party will, upon demand, complete this contract conditioned on second parties executing their note to the parties of the first part for the unpaid portion of the purchase price, secured by first mortgage on said premises bearing interest at the rate of 6 per cent per annum payable annually and due in four years. And upon the further condition that said premises are at that time free from any liens and encumbrances caused or placed thereon by the parties of the second part.

It is further agreed by and between these parties that in no case shall the parties of the second part assign this contract without the written consent of the parties of the first part.

And upon the prompt payment of the amounts herein agreed upon together with interest on deferred payments as herein provided for and the execution of the note and mortgage above mentioned the said parties of the first part agree to make to said parties of the second part a good and sufficient warranty deed to said premises, and to furnish an abstract of title brought down to date showing a merchantable title in said described real estate in the parties of the first part, excepting only such encumbrances and liens as may be caused by the acts of party of the second part.

The parties of the first part hereby deliver possession of said premises to the party of the second part this first day of September 1925.

The party of the second part agrees to pay the taxes for the year 1924 and all subsequent taxes, and the same to be excepted from the covenants of said deed and are not to be urged as an objection to the aforementioned abstract. Time is made the essence and condition of this contract, and a failure to make any of the payments, principal or interest or fulfill the conditions of this contract, within thirty days after due, except as hereinafter provided for shall discharge said vendor both in law and in equity from all liability to execute said deed or refund payments made, and they may have the remedy of forcible entry and detainer to recover the possession of said property or enforce the payment of the sums still unpaid.

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

And it is further agreed by the parties 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 parties of the second part shall keep said property insured in some approved company for not less than \$2000.00 fire and \$1000.00 tornado insurance, and in case of loss the insurance to be paid to either of the first parties as their interest may appear, the amount to be paid to be credited as a payment on this contract, or parties of the second part will have the option to use the said insurance to re-build said premises only.

It is expressly agreed and understood that in case second parties through accident or sickness are totally disabled and by reason thereof are not able to meet said monthly payments as herein provided for that failure to pay same within one month shall not be in default within the terms hereof, but that such period of grace shall not include to exceed two monthly payments during the entire life of this contract.

It is further agreed by and between these parties that in no case shall the parties 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 parties of the second part assigns 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 parties of the second part or any assignee from the parties 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 ~~XXXXX~~ Caucasian race then in that event this contract to be considered forfeited with all the rights and penalties as to forfeiture provided for herein.

It is further understood and agreed by and between said parties that the monthly installments provided for herein shall be paid to W.E.Schneider in accordance with an understanding between the said W.E.Schneider and the parties of the first part, and the said W.E.Schneider agrees to pay to the said Ethel Smith the sum of \$312.90 heretofore mentioned out of the last of the payments or installments received from Wood Taylor and Charlotte Taylor under the terms of this contract.

In witness whereof we have hereunto set our hands this 1st day of September, 1925.

Ella A. McInnerney
Frank McInnerney
W.E.Schneider
Mrs. Ethel Smith
Wood N. Taylor
Charlotte Taylor

State of Iowa, Johnson County, ss:-

On this 1 day of Sept., 1925, before the undersigned a Notary Public in and for said County, personally appeared Ella A. McInnerney and Frank McInnerney her husband, Wood Taylor and Charlotte Taylor, husband and wife, W.E.Schneider and Ethel Smith, widow, 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) Ray Yenter, Notary Public in and for Johnson County, Iowa.

Recorded September 2nd, 1925 at 10:40 o'clock A.M.

J.M. Kadlec
Recorder.

3920 W.H.Kaemmerle to R.J.Saveraid, et al (Lease)

THIS AGREEMENT, entered into by and between R.J.Saveraid, W.H.Kaemmerle & Wm. Ruppert, Jr., hereinafter referred to as the lessors and tenants and hereinafter referred to as the lessees, this 1st day of May, 1925.

WITNESSETH: The lessor has this day rented to the lessees the following described premises situated in Iowa City, in the County of Johnson, in the State of Iowa, to-wit:

The southwest part of building known as creamery department. Cooler receiving-room etc., also use of vault and office space,

for a term of 3 years, commencing May 1st, 1925, on the following terms and conditions, to-wit:

For the rent of said premises, the lessees hereby agree to pay lessor Two Hundred Dollars per month, which said rental shall be paid promptly in advance without previous demand on the 1st day of each month during the existence of this lease at #324 East Market Street, including necessary steam refrigeration & water for operation of plant.

The lessees agree to take good care of the premises and to commit no waste and suffer no injury to be done to the same and to return possession thereof to the lessor at the expiration of this lease in as good condition as at the commencement thereof (natural wear and tear and unavoidable accidents only excepted). The lessees agree to use said premises for no other purpose than as a creamery.

The lessees agree to take down and store the screens and storm sash at the proper season of the year, and to replace any broken window lights or sash and to put in repair any or all parts of the building that may be damaged by them during the existence of this lease.

The lessees agree that they will not assign this agreement or underlet the premises, or any part thereof, or make any alteration in the building or premises without the lessor's consent in writing, or occupy, or permit to or suffer the same to be occupied, for any business or purpose deemed extra hazardous on account of fire, nor commit any act which shall invalidate any policy of insurance on said premises, under penalty of forfeiture of this lease and the payment of all damages resulting from such act.

The lessees agree to promptly execute and fulfill all the ordinances of the city applicable to said premises and all orders and requirements imposed by the Board of Health and the Police Department of the city for the correction, prevention and abatement of nuisances or grievances in, upon, or connected with said premises, at the lessees' own expense and agree that they will not use said premises, or permit the same to be used, in any manner which shall render the same a nuisance to any person, and agree to keep the grass and weeds cut from said premises and from the parkings abutting thereon and to keep the sidewalks adjacent thereto free from snow and ice, and carry out and dispose of all ashes or rubbish on or before May 15 of any year.

Lessee further agrees to allow lessor, his agents or assigns to have free access to said premises, for the purpose of viewing the same and showing said premises to prospective purchasers or tenants, or making necessary repairs.

Failure to pay the rent as agreed upon herein, or to comply with any of the stipulations or agreements of this lease, by the lessees shall authorize the lessor to consider the lease forfeited, and the lessor may take possession of the premises with _____ days' notice at any time (whether thirty days have elapsed or not after forfeiture) and the lessor may bring an action for forcible entry and detention as allowed by law to recover possession.

The lessor shall have a lien for the rent at any time remaining unpaid upon any and all of the property of the lessees, including household goods and kitchen furniture used on or about said premises during the existence of this lease, whether such property is exempt from execution and attachment or not. No demand for rent shall be necessary to entitle the lessor to the rights herein agreed upon.

In witness whereof, we have hereunto set our hands this 30th day of March, 1925.

Hygienic Ice Co.,
By W.H.Kaemmerle,
Lessor

W.H.Kaemmerle
Wm. Ruppert, Jr.
R.J.Saveraid, Lessees.

State of Iowa, Johnson County, ss:-

On this 4 day of September, A.D., 1925, before me personally appeared Wm. Ruppert, Jr., the lessee above named, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

(SEAL) W.J.Barrow, Dep. Clerk in and for Johnson County, Iowa.

Recorded September 4th, 1925, at 11:45 o'clock A.M.

J.M. Kadlec
Recorder.