

ments made herein by said parties of the second part, and that the parties of the second part are to have possession of the premises December 1, 1940.

And the second Parties hereby obligate themselves, their heirs, and assigns, that all improvements placed upon said premises shall remain thereon and not be destroyed until final payment for said premises under this contract, and do agree also to pay all taxes and assessments that may accrue on said property as they become due or before they become delinquent and give receipts to said first parties.

And it is further agreed by the said second parties that they will keep the buildings now erected or hereafter to be erected upon said premises insured for the benefit of the said first parties, their successors or assigns as long as this contract shall remain a lien upon said premises, in the sum of THREE THOUSAND DOLLARS (\$3000.00) Dollars in one or more good, solvent companies, to be named by the first parties, their successors or assigns, and in case said second parties shall fail to do so, said first parties shall have the right to cause said property to be insured as above provided and shall recover of said second parties, all costs and expenses incurred thereby with 7% interest thereon from the date of payment thereof, and this contract shall be security therefore.

But in case second parties fail to make the payment aforesaid either principal or interest or any part thereof, as the same becomes due, or fails to pay the taxes and assessments or any part thereof, levied upon said property or assessed against them before they or any of them become delinquent, or fail to keep their property insured as herein stated, or fails to perform any of the agreements herein made or required strictly and literally, the time and times of all payments and performances herein provided for, being of the essence of this contract then, in either of said cases, the parties of the first part shall have the right of their option either,-

FIRST: To declare this contract null and void in which case all the rights and interest hereby acquired or existing in favor of said second parties, their heirs, representatives or assigns, derived directly or indirectly from or under this contract, shall be forfeited and shall utterly cease and determine, and the property above described shall immediately revert to and vest in said parties of the first part as absolutely, fully and perfectly as if the contract had never been made, without any right of said second parties for reclamation or compensation for money or property paid or improvements made, but such payments or improvements, if any, shall be taken by said parties of the first part as compensation for the use of said property, or as liquidated damage for the breach of this contract.

SECOND: He may proceed by action of law to collect the full amount of principal then unpaid due and to become due upon this contract with interest and attorney's fees as herein provided, in which event, he shall have the right to the immediate possession, or,-

THIRD: He may proceed by action in equity to foreclose this contract for the whole amount due and to become due thereon, with interest and attorney's fees as herein provided, in which event he may have the right to immediate possession of the premises above described and to all rents, issues and profits which may arise therefrom, provided he shall so elect and notice of such election shall be required; or-

FOURTH: He may bring in action for the specific performance of this contract. It is further expressly agreed that in declaring this option as above provided, no act or reentry shall be necessary to be performed or made by the parties of the first part, except a written demand for the possession of said property or the bringing of a suit either at law or equity for the possession of said property, or upon this contract.

This contract is in no event transferable without the consent in writing of the first parties, and any transfer without the consent of said first parties will be void and of no effect.

This contract shall be performed by the parties of the second part, their heirs, representatives or assigns, at Iowa City, Iowa; and any suit brought by the parties of the first part may be brought in Johnson County, Iowa. Whenever any action either at law or in equity is brought in this contract by the parties of the first part, then the said second parties agree to pay a reasonable attorney's fees to the attorney of the parties of the first part, to be taxed as part of the costs of the suit.

Neither the extension of the time of payment by the parties of the first part or any sum or sums of money to be paid by the parties of the second part as above provided, nor any waiver by the parties of the first part of their rights to declare this contract forfeited by reason of any breach thereof by the parties of the second part, shall in any manner effect the right of the parties of the first part, to declare this contract forfeited because of the failure of the parties of the second part to promptly make payments subsequently maturing, or because of this contract subsequently recurring.

George J. Krotz
Party of the Second Part
Lucille Krotz
Party of the Second Part.

C. A. Giblin
M. J. Giblin
Party of the first Part

STATE OF IOWA JOHNSON COUNTY SS:

On this 16th day of July, 1940, personally appeared before me the undersigned, a Notary Public in aforesaid County and State, M. J. Giblin and C. A. Giblin, husband and wife, and George J. Krotz and Lucille Krotz, husband and wife, and acknowledged that they executed the foregoing instrument as their own voluntary act and deed.

(seal)

F. J. Belger
Notary Public in and for Johnson County, Iowa.

Recorded this 12th day of May 1941, at 1:20 o'clock P.M.

R. J. Jones
Recorder.

4359. Della A. Grizel to Charles L. Watts and wife. Contract. Recording fee 1.60

THIS AGREEMENT, entered into this 15th day of August, 1936, by and between Della A. Grizel, party of the first part, and Charles L. Watts and Lois Watts, husband and wife, parties of the second part, WITNESSETH;

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 in Johnson County, Iowa, to-wit:

The east thirty (30) feet of Lot Five (5) and west twenty (20) feet of Lot Six (6) in Block Twenty seven (27) in East Iowa City, Johnson County, Iowa, according to the recorded plat thereof,

for the agreed sum of Eight Hundred and Seventy-five (\$875.) Dollars, payable as follows: Twenty-five (\$25.) Dollars in cash upon the execution of this contract, receipt of which is hereby acknowledged by party of the first part, and the balance to be paid at the rate of Twelve (\$12.) Dollars per month on the first Monday of each month, commencing September 7, 1936, such payments to continue until the balance due under this contract has been paid in full. All deferred payments shall draw interest at the rate of six per cent (6%) per annum, and such interest shall be deducted from the monthly payment each month and the balance of such monthly payment to 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 Eight Hundred and Seventy-five (\$875.) Dollars, with six per cent (6%) interest upon all deferred payments as above provided. Parties of the second part

shall have the option to pay any sum in addition to the monthly payments herein provided for at any time such payment to apply upon the principal.

Party of the first part shall pay all taxes which are now alien upon said property, including the regular taxes or 1935, 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 to make the payments herein provided for, both principal and interest, at the time the same become due, and agree to keep the buildings, on said premises insured against loss by fire, lightning and tornado, such fire and lightning insurance to be at least three Hundred (\$300.) Dollars; such insurance to be in a company 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 or lightning, that the property may be repaired from the proceeds of such insurance, or the amount of insurance may be paid to apply upon the amounts due under this contract, at the option of the parties of the second part.

It is further agreed that party of the first part has said property now insured for the sum of Three Hundred (\$300.) Dollars fire, lightning and tornado, which policies will expire August 6, 1939, and party of the first part hereby agrees to assign the above insurance to the parties of the second part subject to the rights of the party of the first part under this contract.

Parties of the second part further agree to keep the building upon said premises in good repair, and that said building shall not be removed.

It is further agreed that no trees shall be cut on said premises without the written consent of the party of the first part, until said property is one-fourth paid for.

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 amount 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 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 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 consideration 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 shall discharge said party of the first part, both in law and in equity, from all liability to execute 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.

It is further agreed that said premises shall not be sold nor leased to any person or persons other than of the Caucasian race.

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 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 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 sums shall be taxed as attorney fees and added to the costs and expenses thereof.

Della A. Grizel

Charley S. Watts
Lois Watts

STATE OF IOWA JOHNSON COUNTY SS:

On this 15th day of August 1936, before me G. M. Murphy Notary Public in and for said County, personally appeared Della A. Grizel single, to me known to be the identical person named in, and who executed the within and foregoing contract as party of the first part, and whose name is affixed thereto, and acknowledged that she executed the same as her voluntary act and deed.

MADE under my hand and seal of office the say and year last above written.
(seal)

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

Recorded this 12th day of May A. D. 1941, at 3:20 o'clock P. M.

R. J. Jones
Recorder.
