

3949. Della A. Grizel, single to Pliny Nichols, Jr. (to, Nancy Smith) Contract. Recording fee. 1.40

AGREEMENT FOR CONDITIONAL SALE OF LAND

THIS AGREEMENT WITNESSETH: That Della A. Grizel, single, of Iowa City, Iowa, hereinafter designated as the seller, has undertaken and agreed to sell and convey, and does hereby undertake and agree to sell and convey to Pliny Nichols, Jr., hereinafter designated as the buyer, The East Fifty (50) feet of the West One Hundred (100) Feet of Lot One (1) Block Eight (8), and the East Fifty (50) feet of the West One Hundred (100) feet of the North Thirty (30) feet of Lot Two (2), Block Eight (8), all in East Iowa City, an addition to Iowa City, Iowa, as shown by the recorded plat thereof, on the following terms and conditions to-wit:

First: The buyer agrees to pay to the seller for said premises the sum of Seven Hundred and Twenty (\$720.) Dollars, with interest from September 1, 1932, at six (6%) per cent per annum, payable monthly as follows: Fifteen (\$15.00) Dollars cash, receipt of which is hereby acknowledged; Twelve (\$12.00) Dollars on October 1, 1932, and Twelve (\$12.00) Dollars on or before the first day of each month thereafter until said sum and said interest are fully paid. Said monthly installments shall be applied first on interest on the principal sum remaining from time to time unpaid, and the remainder on principal.

Second: The seller agrees to pay the special assessment levied against said lot for sanitary sewer on September 13, 1929.

Third: The seller also agrees to pay all taxes assessed against said lot for the year 1931; the buyer agrees to pay all special assessments against said lot after the date of this contract, if any shall be made; buyer also agrees to pay all taxes after December 31, 1932, as the same become due and payable.

Fourth: When said purchase price, with interest, and all special assessments (if any shall be made) and taxes as provided for herein, shall have been fully paid, the seller will execute to the buyer a deed conveying said lot free and clear of all encumbrance, and will furnish buyer with an abstract showing clear title.

Fifth: In event any special assessment shall not be paid when due, or if default shall be made in the payment of said monthly dues for the period of two months, the seller may, at her option, declare the entire remainder of the purchase money due and collectible and at once retake possession of said lot; and in the event of such forfeiture, all payments theretofore made by the buyer shall be retained by the seller, and all such payments shall be deemed as having been made in consideration of the advantages secured to the buyer under this agreement, and this condition is declared to be an essential element of this agreement. The failure of the seller to declare such forfeiture, upon any such default, shall not esop her from so doing at any time thereafter, such default continuing, or upon any subsequent default.

Sixth: A letter addressed and mailed to the buyer at Iowa City, Iowa, shall be sufficient (but not exclusive) notice of the exercise of said option to declare such forfeiture.

Seventh: This agreement shall not be assigned or transferred, without the written consent of the seller, and in the event of any attempted assignment or transfer without such written consent, the seller shall have the right to declare such contract forfeited for the breach of this condition, in the manner provided for in paragraph fifth of this agreement.

Eighth: In event of said, transfer, or assignment of this contract with such consent, each successive assignee or grantee shall succeed to all the rights and liabilities of the buyer, 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.

Ninth: This contract is made subject to the following restrictions, conditions and covenants, which shall be binding upon the buyer herein, and upon his heirs, successors and assigns. No residence building shall be erected on said property to cost less than Six Hundred (\$600.) Dollars for material and labor, exclusive of cellar, heating, sewer, water and plumbing, and if such residence be a frame building, it shall have an exterior of either drop-siding, siding or shingles, and shall be well painted. Any residence building costing less than as above set out shall be constructed only upon the back half of said property, and shall be well painted. Said property shall not be sold nor leased to any person or persons other than of the Caucasian Race. The buyer agrees not to cut down any trees on said lot without the written consent of the seller until said lot is one-half paid for.

Tenth: The seller agrees that the parts of Lots One (1) and Two (2) in Block Eight, East Iowa City, Iowa, not herein conveyed, shall be used by her and sold by her only under the same conditions and restrictions as above set out.

Eleventh: The seller agrees to keep the building now on said premises insured against fire, tornado and windstorm in the sum of Two Hundred (\$200.) Dollars until August 1, 1937.

Twelfth: The buyer agrees to keep said building in good repair and neither to suffer nor commit any waste on or to said premises.

Executed in duplicate, this the 29th day of August, 1932.

Della A. Grizel  
Pliny Nichols Jr.

STATE OF IOWA JOHNSON COUNTY SS:

On this 29th day of August, 1932, before me G. M. Murphy Notary Public in and for said County, personally appeared Della A. Grizel, to me known to be the identical person named in and who executed the foregoing instrument, 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 day and year last above written.  
(seal) G. M. Murphy

Notary Public in and for Johnson County, Iowa.

Aug. 27, 1932 Rec'd down payment 15.00 Della A. Grizel

Oct 23, 1932 Rec'd Twelve (\$12.00) Della A. Grizel

ASSIGNMENT OF AGREEMENT FOR CONDITIONAL SALE OF LAND:

In consideration of the sum of One (\$1.00) Dollar, and other valuable consideration, in hand paid by Nancy Smith, we, Pliny Nichols, Jr. and Clarissa Nichols, husband and wife, of Johnson County, State of Iowa, do hereby transfer and assign to Nancy Smith of Johnson, County, State of Iowa, all our right, title and interest in and to the foregoing contract.

Executed in duplicate, this the 7th day of May, 1937.

Pliny Nichols Jr.  
Clarissa Nichols

STATE OF IOWA JOHNSON COUNTY SS:

On this 7th day of May, 1937, before me, the undersigned, a Notary Public in and for said County, personally appeared Pliny Nichols, Jr. and Clarissa Nichols, husband and wife, to me personally known to be the identical persons whose names are affixed to the foregoing instrument, and acknowledged the execution of the same as their voluntary act and deed.  
(seal) William R. Hart

Notary Public, Johnson County, Iowa.

The above transfer is approved this 7th day of May, 1937, but the seller herein assumes no responsibility for any liens, claims or matters affecting the title to this property which may have been placed, suffered or caused by Pliny Nichols Jr. or Clarissa Nichols, his wife, on and after the 29th day of August, 1932.

Total balance due on the within contract, \$441.31. Interest paid to May 1, 1937, Taxes due in 1936 and 1937 are unpaid.  
Della A. Grizel  
Recorded this 29th day of April A. D. 1939, at 9:10 o'clock A. M.  
Recorder

Assignment in Book 166 page 170