

to be their voluntary act and deed.
(seal)

J. R. Baschnagel
Notary Public in and for Johnson County, Iowa.
My commission expires July 4, 1930.

Recorded this 19th day of May A. D. 1937, at 10:15 o'clock A. M.

R. Jones
Recorder.

Recording Fee \$1.00

3787. Della A. Grizel to William Zinkula. Contract.

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 William Zinkula, hereinafter designated as the buyer, the North Fifty (50) feet of Lot Eight (8), Block Seven (7); East Iowa City, an addition to Iowa City, Iowa, according to the recorded plat thereof, on the following terms and conditions to-wit:

First: The buyer agrees to pay to the seller for said lot, including the building now on said premises and all the interests of the seller in the private water line the sum of Eight Hundred (\$800). Dollars, with interest from August 1, 1933 at six (6%) per cent, principal payable one hundred dollars (\$100) cash, Twelve (\$12) Dollars on September 1, 1933, and Twelve (\$12) on or before the first day of each month until said purchase price and interest are paid in full. Said monthly installments shall be applied first on interest on the principal sum remaining from time to time unpaid, and the remainder on principal. Buyer may pay more than 12.00 monthly if he so desired.

Second: The seller agrees to pay all taxes assessed against said premises for the year 1932; the buyer agrees to pay all special assessments against said premises after the date of this contract, if any shall be made; buyer also agrees to pay all taxes after January 1, 1934, as the same become due and payable.

Third: 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.

Fourth: 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 a period of three 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 premises; 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 estop her from so doing at any time thereafter, such default continuing, or upon any subsequent default.

Fifth: 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.

Sixth: 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 fourth of this agreement.

Seventh: On event of sale, 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.

Eighth: 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 eight Hundred (\$800) Dollars, 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 part of said property. Said lot shall not be sold nor leased to any person or persons other than of the Caucasian race. The seller agrees that the part of Lot Eight (8), Block Seven (7), East Iowa City, not herein conveyed shall be used by her and sold by her only under the same conditions and restrictions as above set out.

Ninth: This contract is accepted by the buyer subject to the provisions of a contract entered into between the seller and Elmer J. Nelson and wife, said contract being dated July 21, 1931, recorded June 21, 1932, in book 143, page 497, records of Johnson County, Iowa, said contract providing for the maintenance of the private water line now on said premises. Buyer agrees to insure the building now on said lot for the sum of Five Hundred Dollars, Seller agrees that in event of fire loss the insurance money may be used to rebuild the building insured, at the option of buyer.

Executed in duplicate, this the 22 day of July, 1933.

Della A. Grizel
William Zinkula

STATE OF IOWA JOHNSON COUNTY SS.

On this twenty-second day of July, 1933, 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.

Recorded this 20th day of May, A. D. 1937, at 8:05 o'clock A. M.

R. Jones
Recorder.

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