

4190. Della A. Grizel, single to Clarence P. Bream. Contract. Recording fee 1.30

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 Clarence P. Bream, hereinafter designated as the buyer, the North Fifty (50) feet of Lot One, Block Forty-three (43), of 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 the sum of Four Hundred and Eighty (\$480.) Dollars, with interest from date at six (6%) per cent per annum, payable monthly as follows: Twenty (\$20.) Dollars cash, receipt of which is hereby acknowledged; and Ten (\$10.) Dollars on or before the tenth 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 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.

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 executed 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 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 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 fifth of this agreement.

Seventh: In 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 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 painted. Said property shall not be sold nor leased to any person or persons other than of the Caucasian Race.

Ninth: The seller agrees that the part of Lot One (1), Block Forty-three (43), 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.

Tenth: The seller agrees to keep the building now on said premises insured for One Hundred Fifty (\$150.) Dollars until July 6, 1937. The buyer agrees to keep said building in good repair, and neither to suffer nor commit any waste on or to said premises. Buyer also agrees to paint the exterior of said building not later than September 1, 1932.

Executed in duplicate, this the 14th day of July, 1932.

Della A. Grizel  
Clarence P. Bream

STATE OF IOWA JOHNSON COUNTY SS:

On this 14th day of July, 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.

Assignment of Agreement for Conditional Sale of Land.

In consideration of the sum of Twenty (\$20.) Dollars, in hand paid by Virgil Foley and Murna Foley, husband and wife, we, Clarence P. Bream and Violet Bream, husband and wife, of Johnson County, State of Iowa, do hereby transfer and assign to Virgil and Murna Foley of Johnson County, State of Iowa, all our right, title and interest in and to the foregoing contract.

Executed in duplicate, this the 23d day of July, 1932.

Clarence P. Bream  
Violet I. Bream

STATE OF IOWA JOHNSON COUNTY SS:

On this 23d day of July, 1932, before me, the undersigned, a Notary Public in and for said County, personally appeared Clarence P. Bream and Violet Bream, 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) The above assignment approved July 23, 1932.

P. A. Dooley  
Della A. Grizel  
Virgil Foley  
Murna Foley

Recorded this 25th day of May A. D. 1938, at 4:00 o'clock P. M.

*R. Jones*  
Recorder.

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