

My said Attorney is empowered hereby to determine in his sole discretion the time when, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by him pursuant hereto; and in the acquisition or disposition of real or personal property, my said Attorney shall have exclusive power to fix the terms thereof for cash, credit and/or prop rty, and if on credit with or without security.

The undersigned, if a married woman, hereby further authorizes and empowers my said Attorney, as my duly authorized agent, to join in my behalf, in the execution of any instrument by which any community real property or any interest therein, now owned or hereafter acquired by my spouse and myself, or either of us, is sold, leased, encumbered or conveyed.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

WITNESS my hand this seventh day of November 1942.

Earl L. Weidner

State of California County of Los Angeles ss.

On this seventh day of November 1942 before me Ralph H. Cooley a Notary Public in and for said County, personally appeared Earl L. Weidner known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

(seal)

Ralph H. Cooley

Notary Public in and for said County and State

My commission expires July 16, 1945

Recorded this 13th day of November A. D. 1942, at 1:35 o'clock P. M.

R. Jones
Recorder.

6035. Della A Grizel to Charles L. Watts and wife. Contract. Recording fee 3.90

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 the 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 sums 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 a lien upon said property, including the regular taxes of 1936, 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 buildings 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 amounts 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 there after 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, here 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 sum shall be taxed as attorney fees and added to the costs and expenses thereof.

Della A. Grizel

Charley L. 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 day and year last above written.
(seal) G. M. Murphy

Notary Public in and for Johnson County, Iowa.

NOTICE OF FORFEITURE OF REAL ESTATE CONTRACT

To Charles L. Watts and Lois Watts, his wife; and to R. E. Holtz and Marjorie Holtz, his wife;

You and each of you are hereby notified that on or about the 15th day of August, 1935, the said Charles L. Watts and Lois Watts, his wife, entered into a certain written contract for the purchase of the following described real estate, situated in Johnson County, Iowa, to-wit:

The east thirty (30) feet of Lot Five (5) and the 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, from the undersigned, Della A. Grizel, for the price and consideration of \$875.00.

That the said Charles L. Watts and Lois Watts did, on entering into said written contract, pay down to the vendor, Della A. Grizel, the sum of \$25.00, the said vendor receipting to them for the amount so paid. That the balance of said purchase price was to be payable as follows: \$12.00 per month on the first Monday of each month commencing September 7, 1936, and continuing until the entire purchase price, with interest at the rate of 6%, should have been paid in full, as provided in said contract, Said contract further provides that said Charles L. Watts and Lois Watts, his wife, shall pay all taxes upon said real estate accrued or levied after the date of said contract and before the same become delinquent.

You are further notified that said Charles L. Watts and Lois Watts, his wife, have failed and refused to comply with their part of the above mentioned written contract and as provided by its terms in that they have not made the monthly payments as provided for in said contract and that the following payments are now delinquent and unpaid:

1936	December	\$12.00	1939	February	\$12.00
1937	February	12.00	June	12.00	
	May	12.00	August	12.00	
	July	12.00	October	12.00	
	September	12.00	December	12.00	
	October	12.00	1940	January	12.00
	December	12.00	February	12.00	
1938	January	12.00	March	12.00	
	March	12.00	April	12.00	
	July	12.00	May	12.00	
	October	12.00	July	12.00	
	December	12.00	September	12.00	
			October	12.00	
			November	12.00	
1941	January	12.00	1942	January	12.00
	February	12.00	March	7.50	
	May	12.00	April	1.00	
	July	12.00	May	4.00	
	August	12.00			
	November	12.00			

and that there is now in default the sum of \$408.50.

You are further notified that the taxes assessed against said premises for the years 1939, 1940 and 1941, are delinquent and unpaid, and that there is now due and owing the County Treasurer of Johnson County, Iowa, as taxes upon said premises the sum of \$42.83.

You are further notified that owing to and on account of the aforesaid defaults in the terms of said written contract, said contract and all of your rights thereunder in and to said real estate will be cancelled and forfeited by the undersigned Della A. Grizel at the expiration of thirty (30) days after the service of this notice upon each of you, and that if you fail to perform the terms and conditions of said contract and to comply with the provisions upon which said default has occurred as herein set forth and fail to pay the reasonable costs of the service of this Notice upon you, the said termination and