

payment thereof, and this contract shall be security therefor.

But in case the second party fails to make the payment aforesaid either principal or interest or any part thereof, as the same becomes due, or fails to pay taxes and assessments or any part thereof, levied upon said property or assessed against him, before they or any of them become delinquent, or fails to keep the 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 strictly of the essence of this contract, then, in either of said case, the party of the first part shall have the right at his 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 party, his 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 re-vest in said party of the first part as absolutely, fully and perfectly as if the contract had never been made, without any right of said second party for reclamation or compensation for money or property paid or improvements made, but such payments or improvements, if any, shall be taken by said first party as compensation for the use of said property, or as liquidated damages for the breach of this contract; also as per Section of Code of Iowa for 1927, Chapter 527.

SECOND. He may proceed by action at 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, and in that event the parties hereto, including all transferees, agree that any justice of the peace may have jurisdiction hereof to the amount of Three Hundred Dollars, 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 shall have the right to the immediate possession of the premises above described and to all the 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 an action for the specific performance of this contract. It is further expressly agreed that in declaring this option as above provided, no act or re-entry shall be necessary to be performed or made by the party 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 first party, and any transfer without the consent of said first party will be void and of no effect.

This contract shall be performed by the party of the second part, his heirs, representatives or assigns at Iowa City, Iowa; and any suit brought by the party of the first part may be brought in Johnson County, Iowa. Whenever any action either at law or in equity is brought on this contract by the party of the first part, then the said second party agrees to pay a reasonable attorney's fee to the attorney of the party 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 party of the first part of any sum or sums of money to be paid by the party of the second part, as above provided, nor any waiver by the party of the first part of his rights to declare this contract forfeited by reason of any breach thereof by the party of the second part, shall in any manner affect the right of the party of the first part to declare this contract forfeited because of the failure of the party of the second part to promptly make payments subsequently maturing, or because of this contract subsequently recurring.

And it is further agreed that the party of the first part does by these presents convey unto the party of the second part, the window shade fixtures, screen doors and windows, storm windows, gas and electric lighting fixtures and fittings, water fittings, and bath room fixtures complete as they are at this date attached to the buildings upon the premises herein conveyed.

In Witness whereof, the parties have caused this agreement to be executed the day and year first above written

Josephine E. Hagenbuch L. R. Reid
STATE OF IOWA, Johnson County, ss.

BE IT REMEMBERED That on this 26th day of May A. D. 1942, before me H. L. Bair a Notary Public in and for Johnson County, Iowa, personally appeared Josephine E. Hagenbuch and L. R. Reid to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

(seal) H. L. Bair
Notary Public in and for Johnson County, Iowa.

Recorded this 28th day of May A. D. 1942, at 3:15 o'clock P. M.

[Signature]
Recorder.

3492. Ardillus Holderness and wife to Ernest Holderness. Contract. Recording fee 1.50

THIS AGREEMENT entered into this 4th day of February, 1939, by and between Ardillus Holderness and Carrie M. Holderness, his wife, of Johnson County, Iowa, parties of the first part, and Earnest Holderness of Johnson County, Iowa, party of the second part, WITNESSETH:

That in consideration of the payments to be made as hereinafter set out, and of the mutual agreements herein, the parties of the first part do hereby agree to sell and convey, and the party of the second part does hereby agree to purchase the following described real estate in Johnson County, Iowa, to-wit:

Lot Four (4) and the South Thirty (30) feet of Lot Three (3) Block Thirty-five (35) East Iowa City, Iowa, in Johnson County, Iowa, according to the recorded plat thereof.

Party of the second part agrees to pay for said premises the sum of Six Hundred (\$600.00) Dollars, payable as follows: Ten (\$10.00) Dollars in hand paid and the receipt of which is hereby acknowledged by parties of the first part; and the balance of Five Hundred Ninety (\$590.00) Dollars to be paid in monthly payments as follows: Ten (\$10.00) Dollars on the 1st day of March, 1939, and Ten (\$10.00) Dollars on the first day of each month thereafter until the full amount of Five Hundred Ninety (\$590.00) Dollars, together with 6% interest per annum on all payments, shall have been paid in full. Said monthly payments shall be credited first to the payment of interest due upon any unpaid balance of principal and the remainder to be applied to the reduction of the principal payment due under this contract.

Parties of the first part agree to pay all taxes which may be due and payable at this time on said property including the taxes for the year 1938. Party of the second part agrees to assume and pay all taxes levied upon or accruing against said property after the date of this contract.

March 16th 1939 paid 10.00 A.W. Patrick

It is further agreed by and between the parties hereto that if the party of the second part fails to pay the taxes upon said premises before the same become delinquent or fails to make the payments due under this contract as provided herein, or fails to perform any of the conditions or provisions of this contract, then and in that event the party of the

second part hereby covenants and agrees with the parties of the first part, their heirs or assigns, that this agreement at the option of the parties of the first part shall be forfeited and become null and void, and shall be no longer binding upon the parties of the first part.

This contract is made subject to the following conditions and restrictions which shall be covenants running with the land, to-wit: Any residence building erected on said property shall be painted within three (3) months after its erection. Said property shall not be sold or leased to any person or persons other than the Caucasian Race.

It is further expressly agreed that time is the essence of this contract, and the performance of each and every one of the covenants and agreements of the party of the second part herein contained is as much the consideration of this contract and 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 parties of the first part both in law and in equity from all liability to execute a deed to the party of the second part for said premises or to refund any payments made, and the parties of the first part by giving sixty days' notice in writing of their 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 their cause of action shall have accrued sixty days prior thereto or not.

It is further agreed that failure of the parties of the first part to declare a forfeiture of this agreement immediately upon the default of the party of the second part shall not afterwards estop said parties of the first part from insisting thereafter upon the compliance by party of the second part of the terms of this contract nor constitute a waiver on the part of the said parties of the first part, but they shall have the right to declare a forfeiture at any time that the party of the second part may be in default in the performance of any of the terms and conditions hereof.

Parties of the first part agree to furnish an abstract of title showing merchantable title to said property in them, the same to be free and clear of all encumbrances. Parties of the first part further agree and covenant with the party of the second part that upon the full, prompt, and faithful performance by said party of the second part of each and all of the covenants by him to be performed, kept and fulfilled, and upon the payment of the principal and interest in the various sums herein specified in the manner and at the time and times stated, said parties of the first part, their heirs or assigns, shall convey said premises to the said party of the second part by good and sufficient deed of conveyance with the usual covenants of warranty, but excepting from such covenants of warranty any liens, claims or matters affecting the title to said property placed thereon or suffered or caused by said party of the second part on and after the date hereof.

It is further hereby agreed that as a part of the consideration of this contract, that in the event of a default in the payments by the party of the second part or in the event that the parties of the first part shall declare a forfeiture for any violation of the terms of this contract by the party of the second part, that the said party of the second part does hereby waive any of the benefits of any moratorium law not in force in the State of Iowa or which may hereafter be enacted, and that parties of the first part shall have full rights of forfeiture as if no such act had been enacted in the State of Iowa.

It is further agreed that this contract shall be binding upon the personal representatives of all parties hereto, and that if it becomes necessary for parties of the first part 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.

Ardillus Holderness
Carrie M. Holderness
Parties of the first part.
Ernest Leroy Holderness
Party of the second part.

STATE OF IOWA COUNTY OF JOHNSON SS:

On this 4th day of February, 1939, before me, the undersigned, a Notary Public in and for said County, personally appeared Ardillus Holderness and Carrie M. Holderness, his 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 to be their voluntary act and deed.

Witness my hand and Notarial Seal, the date last above written.
(seal) F. Marjorie Anderson
Notary Public in and for Johnson County, Iowa.

STATE OF IOWA COUNTY OF JOHNSON SS:

On this 4th day of February, 1939, before me, the undersigned, a Notary Public in and for said County personally appeared Earnest Holderness to me personally known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution of the same to be his voluntary act and deed.

Witness my hand and Notarial Seal the date last above written.
(seal) F. Marjorie Anderson
Notary Public in and for Johnson County, Iowa.

Recorded this 29th day of May A. D. 1942, at 1:45 o'clock P. M.

R. J. Jones
Recorder.

3532. Board of Supervisors to Harry Abbott. Consent to attach sewer. Recording fee .50

COUNTY AUDITOR'S OFFICE JOHNSON COUNTY, IOWA, Iowa City, Iowa June 1, 1942.

To whom it may concern:
We the Board of Supervisors of Johnson County, Iowa, having full charge and management of the permanent school fund lots of the State of Iowa; hereby, give one Harry Abbott who is the owner of the North 80 feet of lots 14 & 15 Block 5 in Lyons addition to Iowa City our consent to attach sewer from the above lots to the sewer connected with lot 13 Block 5 Lyons addition, which lot is still in the same of the permanent school fund of the State of Iowa.

Board of Supervisors, Johnson County, Iowa.
Elmer M. Dewey
J. E. Pechman
Glenn Hope

Subscribed and sworn to before me this 1st day of June 1942.
(seal) R. N. Miller

Clerk of District Court Johnson County, Iowa.
Recorded this 1st day of June A. D. 1942, at 2:50 o'clock P. M.

R. J. Jones
Recorder.
