

for, both principal and interest, at the time the same become due. Parties of the second part also agree to keep the buildings on said premises insured against loss by fire, lightning and tornado, such fire and lightning insurance to be for at least \$1000.00; such insurance to be in a company to be approved by the parties of the first part and for their benefit. It is further agreed that in the event of a loss by fire, lightning or tornado, that the property may be repaired from the proceeds of such insurance, or the amount of insurance may be paid to the parties of the first part to apply upon the amounts due under this contract, at the option of the parties of the second part.

Parties of the second part further agree to keep the dwelling upon said premises in good repair, and that the same shall not be removed from the land above described, and agree to use the celotex now in the building in the finishing thereof.

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 the said parties of the first part, their 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 the parties of the first part, shall be forfeited and become null and void, and shall no longer be binding upon the parties 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 all parties 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 parties of the first part, by giving thirty 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 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 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 parties 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 parties 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 parties 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 parties of the first part, and they 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.

This agreement shall not be assigned or transferred without the written consent of the parties of the first part. In the event of sale, transfer, or assignment of this agreement with such consent, each successive assignee or grantee shall succeed to all the rights and liabilities of the parties of the second part, 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.

Parties of the first part hereby covenant and agree 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 furnished, 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 parties of the first part, their assigns or successors in interest, will convey said premises to said parties of the second part as joint tenants with right of survivorship and not as tenants in common 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 parties of the first part agree to furnish an abstract of title to said premises showing merchantable title, except as provided in this paragraph.

Parties of the first part agree to pay off the balance due on mortgage to the Iowa State Bank & Trust Company with the \$200.00 received from the down payment hereunder.

The covenance to parties of the second part above provided for shall be made subject to the Zoning Ordinances of Iowa City, Iowa, and to the building restrictions of record which provide that no residence building shall be erected on the front of the lot line and that no such building shall cost less than \$600.00, and that the premises shall not be sold or leased to any person or persons other than those of the Caucasian race.

It is further agreed and understood that the parties of the first part shall be entitled to reserve the following described property:

1. A pile of lumber now located west of the dwelling, and two bird baths, with the right to go on said premises and to remove said property.
2. The iris plants on said property, with the right to remove same not later than September 15, 1945.
3. A "start" from the rose bushes on said premises, with the right to remove same not later than June 1, 1946.

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.

WITNESS our hands, the day and date first above written.

William Sedivec  
Naomi Sedivec  
Parties of the First Part.  
Joseph A. Reynolds  
Coral L. Reynolds  
Parties of the Second Part.

STATE OF IOWA JOHNSON COUNTY ss:

On this 15th day of June, 1945, before me, the undersigned, a Notary Public in and for said County, personally appeared William Sedivec and Naomi Sedivec, husband and wife, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and date last above written.

(seal)

Floyd P. Brant  
Notary Public in and for Johnson County, Iowa.

STATE OF IOWA JOHNSON COUNTY ss:

On this 15th day of June, 1945, before me, the undersigned, a Notary Public in and for said County, personally appeared Joseph A. Reynolds and Coral Reynolds, husband and wife, to me

shall discharge said party of the first part, both in law and equity, from all liability to executed 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 thereafter 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.

This agreement shall not be assigned or transferred without the written consent of the party of the first part. In the event of the sale, transfer, or assignment of this agreement with such consent, each successive assignee or grantee shall succeed to all the rights and liabilities of the parties of the second part, 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.

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, her assigns or successors in interest, will convey said premises to said parties of the second part as joint tenants with right of survivorship and not as tenants in common 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 agreed by and between the parties hereto that when the said second parties shall have reduced the amount due hereunder to the amount remaining unpaid on the present mortgage on said premises and accrued interest, if any, said second party shall assume said mortgage and receive deed to said premises subject thereto; or the said party of the first party may reduce or pay off such mortgage. Should the said first party fail to pay the interest or payments on the present mortgage on said premises, the said second party may pay such interest or payments and shall receive credit hereon for the amount so paid. The party of the first part agrees to keep parties of the second part informed as to the balance due on said mortgage, and as to whether all interest payments and installments have been made on said mortgage promptly when due. The party of the first part covenants and agrees that she will collect no money hereunder beyond the amount of the value of her equity in said real estate herein described, and if said first party shall hereafter collect or receive any moneys hereunder beyond the amount of value of her equity, she shall be considered and held as collecting and receiving said money as the agent and trustee of the parties of the second part and for their use and benefit.

The conveyance of the west fifty-eight (58) feet of the north one hundred (100) feet of Lot Two (2), Block Fourteen (14) E. I. C. to parties of the second part shall be made subject to the following condition and covenant, which shall be binding upon the said second parties, and upon their heirs, successors and assigns: "Said premises shall not be sold nor leased to any person or persons other than of the Caucasian Race". Conveyance will also be made subject to the provisions of the Zoning Ordinances of Iowa City, Iowa.

This contract is made by the party of the first part and accepted by parties of the second part subject to all of the rights of Dr. V. M. Gregg and Belle Gregg, husband and wife, who are now occupying the above described premises as tenants under a written lease with party of the first part, dated August 7, 1945, and extended February 20, 1946, which lease and extension provide that the said Dr. V. M. Gregg and wife shall have possession of said premises until August 31, 1946, with the understanding that if they should make definite arrangements to move out of Iowa city prior to that date they may cancel their lease by giving 30 days' written notice to the party of the first part. Parties of the Second Part shall collect all rentals on said premises after May 1, 1946, and on this date they receive possession of said premises, subject to the rights of the tenants named 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.

WITNESS our hands, the day and date first above written.

Della A Grizel  
Party of the first part.  
Elmer M. Jones  
Mary Farr Jones  
Parties of the second part.

STATE OF IOWA JOHNSON COUNTY SS:

On this 16th day of April, 1946, before me, the undersigned, a Notary Public in and for said County, personally appeared Della A. Grizel, unmarried, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged the execution of the same to be her voluntary act and deed.

WITNESS my hand and Notarial Seal the day and date last above written.

(seal)

Notary Public in and for Johnson County, Iowa.

Recorded this 18th day of April A.D 1946, at 1:00 o'clock P. M.

*R. J. Jones*  
Recorder.

3332. Kate Wickham to Francis Bendure and wife. Agreement. Recording fee .90

IT IS AGREED between Kate Wickham, single, first party, and Francis Bendure and Nora Ellen Bendure, husband and wife, second parties, as follows:

For the considerations hereinafter provided, first party hereby agrees to sell and convey to second parties the following described real estate, to-wit:

The West Half of Lot 8, Block 11, of that part of Iowa City, Iowa, known and described as the County Seat of Johnson County.

Second parties agree to purchase the above described property and to pay to first party as the purchase price thereof the sum of \$6000.00, payable as follows: \$1000.00 in cash upon