

# Deed Record, No. 1011, Polk County

becoming due or any disturbance on said premises, covering the time of this contract and should the said first party fail to pay the interest or payments on any incumbrance on said premises, the said second party may pay such interest or payments and shall receive credit hereon for the amount so paid.

11. The party of the first part covenants and agrees that he will collect no money hereunder beyond the amount of the value of his equity in said real estate, and if said first party shall nevertheless collect or receive any money hereunder beyond the amount of value of his said equity he shall be considered and held as collecting and receiving said money as the agent and trustee of the party of the second part and for his use and benefit.

12. It is further agreed that the stipulations herein shall apply to and bind the heirs, executors, administrators and assigns of the respective parties and all and agrees shall be held personally liable for the payment of the above sums of money and for the performance of all the agreements herein contained. In case of the assignment of this contract by either party, prompt notice shall be given to the other party.

Executed in duplicate  
Mrs J. P. Sweet

W. D. McCaffrey  
Nettie McCaffrey

#56508 WARRANT DEED Fee .50  
Sylvia Harrah, et al.

Entered for taxation and filed  
for record Oct. 5, 1927,  
at 9:41 A. M.

to  
Arthur D. Towne

Mrs. E. O. Fleur, Recorder  
G. W. Mattern, Deputy.

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IN CONSIDERATION OF Two hundred and fifty dollars \$250.00 Dollars Sylvia Harrah, Mrs J. P. Pratt, one and the same persons of Tucson, Arizona of Pima County, State of Arizona, hereby SELL AND CONVEY unto Arthur D. Towne, of the County of Polk and State of Iowa the following described premises, in the county of Polk, State of Iowa, to-wit:

Lot One Hundred and Thirty Two 182 Cummingsford Plot now in and forming part of the city of Fort Des Moines, Iowa, the S. W. 1/4 Section 27--78--24,

Coal and Mineral Below the surface reserved by J. C. Culbertson and Ada E. Culbertson

and we do hereby covenant for Arthur D. Towne heirs and personal representatives with the said Arthur D. Towne, heirs and assigns that we lawfully seized of the said premises that the same are free from incumbrance, except as above noted.

that we will make such other and further assurance of said premises as shall be lawfully and reasonably advised advised or required, and that we will forever warrant and defend the same against the lawful claims and demands of all persons.

And I, J. P. Pratt of Tucson, Pima Co., Arizona, husband of the said Sylvia Harrah, Mrs J. P. Pratt / one and the same person for the foregoing consideration, do hereby relinquish all my rights, including the rights of dower and homestead in the above described premises.

Signed this 18th day of September, A. D. 1926.

Sylvia Harrah Mrs J. P. Pratt  
J. P. Pratt

State of Iowa,  
Linn County SS.

On this 18th day of September, A. D. 1926, before me, a..... in and for said county, personally came Sylvia Harrah, Mrs J. P. Pratt, one and the same persons J. P. Pratt, to me personally known to be the identical person, whose name .... affixed to the above Deed as grantor, and acknowledged the execution of the same to be .... voluntary act and deed.

WITNESS my hand and ..... the day and year last above written.

(Notarial Seal)

Joseph Holec, Jr.,  
Notary Public in & for Linn Co., Ia.

#56510 PERMANENT RIGHT OF WAY PERMIT Fee .50  
Herring Motor Co. 104' PWT Filed for record Oct. 5, 1927  
to 54241 54177 at 9:50 A. M.  
Northwestern Bell Telephone Company. 3 Mrs. E. O. Fleur, Recorder  
-----00----- G. W. Mattern, Deputy.

Iowa Division  
RIGHT OF WAY PERMIT 7201

We, Herring Motor Co., in consideration of the sum of One Hundred Eighty-five and no/100 Dollars (\$185.00) receipt whereof is hereby acknowledged, do hereby grant to the Northwestern Bell Telephone Company, a corporation, its successor and assigns, the perpetual right to construct, operate and maintain its telephone and telegraph lines consisting of poles, wires, cables, fixtures and anchors, (together with the power to extend to any electric or power company the right to use, jointly with the grantee, any poles placed pursuant to the provisions hereof) upon and under, along and over the real estate, located in Aviation Park, a subdivision of and now forming a part of the City of Des Moines, Polk County, Iowa, hereinafter described in the following manner: The rear lot lines of the first described, the south lot lines of the second described, the west lot lines of the third described and the east lot lines of the fourth described lots owned by the grantor, this also includes all of the lots being sold under contract by the grantor, together with the right to trim any trees along said lines where necessary to secure a clearance of at least four feet for the wires.

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The telephone company will assume the liability for the repair or removal of damage to property caused by the said company in the exercise of its franchise or the exercise of the granted right.

The real estate above referred to is specifically described as follows:

FIRST

Block A

Lots 1 to 14, 15 to 49 inclusive and 51 to 83 inclusive.

Block B

Lots 1 to 14, 15 to 25 inclusive, 28 to 57 inclusive and 60 to 83 inclusive.

Block C

Lots 15 to 20, 21 to 23, 25 to 27, 30 to 53, inclusive, 56 to 61, 71 to 81 inclusive.

Block D

Lots 1 to 10, 11 to 15, 16 to 18, 21 to 25, 28 to 32, 35 to 39, 42 to 46, 49 to 53, 56 to 60, 63 to 67, 70 to 74, 77 to 81 inclusive.

Block E

Lots 1 to 18, 19 to 28 inclusive, 30 to 39 inclusive and 41 to 86 inclusive.

Block F

Lots 1 to 14, 15 to 19 inclusive, 20 to 24 inclusive, 26 to 30 inclusive, 36 to 67 inclusive, and 69 to 80 inclusive.

SECOND

Block G

Lots 1 to 80 inclusive.

Block H

Lots 1 to 51, 54 to 59, 62 to 67, 70 to 75, 78 to 81 inclusive.

Block I

Lots 1 to 14, 15 to 17, 20 to 24, 27 to 31, 34 to 38, 41 to 45, 48 to 52, and 55 to 84 inclusive.

Block J

Lots 1 to 14, 15 to 19 inclusive, 21 to 25 inclusive.

Block K

Lots 1 to 20 inclusive, 24 to 45 inclusive, 48 to 50, 52, and 58 to 62 inclusive.

Block L

Lots 1 to 25 inclusive, 28 to 37 inclusive, 54 to 57 and 60 to 84 inclusive.

Block M

Lots 1 to 3 inclusive, 10 to 43 inclusive, 47 and 50 to 84 inclusive.

Block N

Lots 1 to 9, 11 to 14, 17 to 42, 43 to 46 to 54 inclusive.

Block O

Lots 1 to 10 inclusive, 18 to 27 inclusive and 40 to 84 inclusive.

Block P

Lots 1 to 23 inclusive and 51 to 79 inclusive.

THIRD

Block Q

Lots 37 and 40.

Block R

Lots 31 and 48.

Block S

Lots 37 and 48.

Block T

Lots 37 and 46.

Block U

Lots 37 and 46.

Block V

Lots 37 and 46.

Block W

Lots 37 and 46.

Block X

Lots 37 and 46.

Block Y

Lots 37 and 46.

Block Z

Lots 37 and 46.

