

1910

RE 1231A John Helm

John H. Shary

John Helm

The International Land And Investment Co.

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Sale No.

271

File No.

1231a

THE INTERNATIONAL LAND AND INVESTMENT CO.

INCORPORATED

TO

John Helms

Rockdale

Texas

Real Estate:

W 1/2 of SE 1/4 of Sec. 64
and E 1/2 of SW 1/4 of Sec. 64

Welder Ranch.

Agents and Commissions:

CANCELLED
11/5 1912

DEED

Ordered

Received

Delivered

Booked

8-30-10

Commission
Credited

Closed

EARNEST MONEY CONTRACT OF SALE.

Omaha, Nebraska, .. August 13 19 10.

Received from John Helm,
of Rockdale, Texas.
Cash by Chack \$.. 150.00 } *cen*
Note due January 1st, 1911 .. \$.. 2010.00 } Total Amount
Note due \$..... }
..... } \$.. 2160.00 ..

as Earnest money and in part payment for the purchase price of the following described prop-
erty, situated in the State of Texas, to-wit The west half (W $\frac{1}{2}$) of the southeast quarter
of section Sixty-four (64) and the east half (E $\frac{1}{2}$) of the southwest
quarter of section Sixty-four (64) of the Geo. H. Paul Subdivision
of the J. J. Welder Ranch in San Patricio County, Texas,

containing .. 160 acres, more or less, according to survey, which we have this day sold
and agree to convey or cause to be conveyed to said John Helm

..... for the sum of
Fifty-four Hundred DOLLARS
(\$.. 5400.00.) being \$.. 33.75 per acre as follows, viz:
Twenty-one Hundred Sixty & 0/100 DOLLARS
(\$.. 2160.00) in hand, paid as above to apply as first payment on said land, and for the balance
of purchase price, the purchaser hereby agrees, on presentation, to sign, execute and deliver ven-
dor's lien notes, said notes to be in accordance with the laws of Texas and payable as follows:

~~One fourth on or before one year, one fourth on or before two years, and balance on or before~~
~~five years from date.~~

..... Five equal annual payments beginning one year from date

and to draw six per cent interest from date of this contract, payable annually, from date
..... and to provide for attorney's fees for collection, and upon the payment of the
above earnest money and execution and delivery of the vendor's lien notes as above stipulated,
first party agrees to convey or cause to be conveyed to second party, by warranty deed, the above
described land together with a copy of abstract of title to same.

It is further agreed that if said **JOHN H. SHARY** fails to furnish deed and abstract as speci-
fied, this agreement shall become void and the above Earnest Money refunded, relieving said **JOHN**
H. SHARY from any liability whatsoever.

It is further agreed that party of the second part shall pay all taxes levied against said prop-
erty from and after the year 1910, taxes for which year shall be paid by first party.

It is further agreed that said, **JOHN H. SHARY** shall have use and control of said property un-
til buyer shall have enclosed same with a good and lawful fence.

It is further agreed that if the party of the second part shall fail to pay any of said Earnest
Money when due, or refuse to sign, execute and deliver vendor's lien notes as above stipulated,
then at the option of first party, this contract shall become null and void and all payments made
hereon shall be forfeited to the party of the first part as liquidated damages.

The total purchase price herein is computed upon the actual number of acres and at a given
price per acre, and should the Survey show a greater or less number of acres than herein stated,
the purchase price shall be held to conform therewith and be secured thereby without formal al-
teration of this contract.

Signed in triplicate the date above written.

By John H. Shary
Walter P. Sonderup
First Party.

..... I hereby agree to purchase said property for the price and upon the terms above
mentioned.

..... John Helm
Second Party.

EARNEST MONEY CONTRACT

JOHN H. SHARY

TO

STATE OF TEXAS.

JOHN H. SHARY

OMAHA, NEBRASKA

JOURNAL PRINT, WASHINGTON, IOWA

Richard D. White
John H. Shary