

SIDE LINE OF SAID ROADWAY TO BE LOCATED NOT LESS THAN 5 FEET OR MORE THAN 10 FEET FROM THE SHORE LINE OF EAGLE LAKE,
 FOR THE PURCHASE PRICE OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) OF WHICH \$2,500.00 IS PAID UPON THE EXECUTION OF THIS AGREEMENT, AND THE REMAINDER OF WHICH SHALL BE PAID AS FOLLOWS, TO-WIT:

TWENTY-FIVE HUNDRED DOLLARS	(\$2,500.00)	ON MARCH 16, 1921;
ONE THOUSAND DOLLARS	(\$1,000.00)	ON MARCH 16, 1922;
ONE THOUSAND DOLLARS	(\$1,000.00)	ON MARCH 16, 1923;
ONE THOUSAND DOLLARS	(\$1,000.00)	ON MARCH 16, 1924; AND
SEVEN THOUSAND DOLLARS	(\$7,000.00)	ON MARCH 16, 1925;

PROVIDED, HOWEVER, THAT PURCHASER MAY MAKE ALL OR ANY OF SUCH PAYMENTS PRIOR TO THEIR RESPECTIVE DUE DATES AS ABOVE SET FORTH.

ALL DEFERRED PAYMENTS SHALL DRAW 6% INTEREST FROM MARCH 16, 1920, UNTIL SUCH SEVERAL PAYMENTS BE MADE, AND SHALL BE MADE BY CERTIFIED CHECK, BANK DRAFT, OR CASHIER'S CHECK, REGISTERED AND MAILED TO FIRST PARTY, ON OR BEFORE THE DATE WHEN SUCH SEVERAL DEFERRED PAYMENTS BECOME DUE AS ABOVE SET FORTH, AT 626 PERRY STREET, DAVENPORT, IOWA, OR SUCH OTHER ADDRESS AS FIRST PARTY MAY FURNISH SECOND PARTY FROM TIME TO TIME.

IT IS UNDERSTOOD AND AGREED THAT SECOND PARTY HAS EXAMINED FIRST PARTY'S ABSTRACTS OF TITLE TO SAID PROPERTY AND HAS ACCEPTED SAID TITLE AS DISCLOSED BY SUCH ABSTRACTS, IT BEING AGREED, HOWEVER, THAT FIRST PARTY WILL CAUSE THE ADMINISTRATION PROCEEDINGS, NOW PENDING UPON THE ESTATE OF HER DECEASED HUSBAND, TO BE COMPLETED AND TERMINATED WITH ALL DUE DILLIGENCE, AND THE ADMINISTRATOR OF SAID ESTATE TO BE DISCHARGED.

SECOND PARTY EXPRESSLY COVENANTS AND AGREES WITH FIRST PARTY AS FOLLOWS. TO-WIT:

1. THAT ANY AND ALL BUILDINGS OR INSURABLE STRUCTURES CONSTRUCTED BY SECOND PARTY ON SAID PREMISES SHALL BE KEPT FULLY INSURED BY SECOND PARTY, AT HIS EXPENSE, IN SOME RESPONSIBLE COMPANY FOR THE BENEFIT OF FIRST PARTY AS OWNER;

PROVIDED, HOWEVER, THAT IN CASE OF LOSS BY FIRE, FIRST PARTY, AT SECOND PARTY'S REQUEST, WILL APPLY THE PROCEEDS OF SUCH INSURANCE UPON THE CONSTRUCTION OF OTHER BUILDINGS OR STRUCTURES OF EQUAL OR GREATER VALUE, IF SECOND PARTY IS NOT THEN IN DEFAULT UNDER THIS AGREEMENT.

2. THAT SECOND PARTY WILL AT ALL TIMES INDEMNIFY AND HOLD FIRST PARTY HARMLESS AGAINST AND FROM LIABILITY, DAMAGE OR RESPONSIBILITY FOR ANY AND ALL CLAIMS FOR LABOR, MATERIALS OR LIENS OF ANY KIND, AND AGAINST AND FROM INJURY TO PERSON OR PROPERTY ARISING FROM OR GROWING OUT OF SECOND PARTY'S USE OR OCCUPATION OF SAID PREMISES OR ANY PART THEREOF, OR ANY APPROACH THERETO, AND WILL SAVE FIRST PARTY HARMLESS FROM LEGAL EXPENSE OCCASIONED BY DEFENDING AGAINST ANY AND ALL SUCH CLAIMS, DEMANDS OR LIENS.

3. THAT SECOND PARTY WILL PAY BEFORE DELINQUENCY ALL TAXES AND ASSESSMENTS THAT MEY BE LEVIED OR ASSESSED AGAINST SAID PREMISES FOR THE YESR AND 1920/SUBSEQUENT YEARS.

4. THAT SECOND PARTY WILL NOT DO OR SUFFER ANY ACT OR THING THAT WILL AFFECT THE ^{quantity or} QUALITY OF THE FLOW OF WATER FROM ANY SPRING, WELL OR WATER SUPPLY ON SAID PREMISES, BUT SECOND PARTY MAY UTILIZE THE WATERS THEREOF CONSISTENTLY WITH THE FOREGOING CONDITIONS.