REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Harold J. Hilton and Mildred L. Hilton, husband and wife,

_____, Sellers, and Curt W. Jensen and Julie A. Jensen, husband and wife, as Joint Tenants with Full Rights of Survivorship, and Not as Tenants in Common, Buyers.

Sellers agree to sell and Buyers agree to buy real estate in Delaware County, Iowa, described as:

see Exhibit "A" herewith attached and by this reference made a part hereof.

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances, b. any covenants of record; c. any easements of record for public utilities, roads and highways; and d. (Consider: liens; mineral rights; other easements; interests of others.)_____.

designated the Real Estate, upon the following terms:

1. **PRICE.** The total purchase price for the real estate is - EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - - - - - Dollars ($ 18,500.00) of which FOUR THOUSAND AND NO/100 - - - - - - - - - - - - - - - - Dollars ($ 4,000.00) has been paid. Buyers shall pay the balance to Sellers at their address, or as directed by Sellers, as follows:

The balance of $14,500.00 as follows: $250.00 on August 15, 1990, and $250.00 on the fifteenth day of each month thereafter until August 15, 1995, when all sums due under this contract shall be paid in full. All payments shall be applied first against interest then accrued and then against principal. Buyers reserve the right to pre-pay any or all of the balance due at any time without penalty.

2. **INTEREST.** Buyers shall pay interest from July 21, 1990, upon the unpaid balance, at the rate of 10 percent per annum, payable monthly as above set out. Buyers shall also pay interest at the rate of 10 percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Sellers shall pay all taxes for the fiscal year July 1, 1989-June 30, 1990, and a pro-rata share of the taxes up to date of possession for the fiscal year July 1, 1990-June 30, 1991, and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract. ~~or~~ _____. All other special assessments shall be paid by Buyers.

5. **POSSESSION.** Sellers shall give Buyers possession of the Real Estate on July 21, 19 90.

6. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract _____, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

FILE No. 29-167	FILED FOR RECORD THE 23 DAY OF	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 15.00	July, 19 90 AT 10:17	Joan Sheppard, Recorder
TRANSFER FEE $	O'CLOCK A M. BOOK 126 PAGE 257	LD

8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (Consider: Rental items.) no exceptions .

9. **CARE OF PROPERTY.** Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the life of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.

10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. **REMEDIES OF THE PARTIES.**

a. If Buyers fail to timely perform this contract, the Sellers may forfeit it as provided in The Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity; the Court may appoint a receiver; and the period of redemption after sale on foreclosure may be reduced under the conditions of Section 628.26 or Section 628.27 of The Code.

b. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.

c. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

d. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

13. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of The Code and agrees to execute the deed for this purpose.

14. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

15. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, the Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

16. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. **ADDITIONAL PROVISIONS.** (a). All contents on the premises, including gas tank and gas, are included in this sale; (b). Buyers accept the water heater and furnace in their present condition; (c). Sellers shall ensure that the septic tank is clear and operative; (d) Sellers assure Buyers that the water has been hooked up.

Dated: July 16, 19 90

Curt W. Jensen

Julie A. Jensen **BUYERS**

1231 Center Street N.E.

Cedar Rapids, Iowa 52402

Buyers' Address

Harold J. Hilton

Mildred L. Hilton **SELLERS**

2412 Valley High Drive

Cedar Falls, Iowa 50613

Sellers' Address

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 19th day of July, 19 90, before me, the undersigned, a Notary Public in and for said State, personally appeared Harold J. Hilton and Mildred L. Hilton, husband and wife; Curt W. Jensen and Julie A. Jensen, husband and wife;

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

HELEN M. MORRIS
MY COMMISSION EXPIRES
July 7, 1991

Helen M. Morris

, Notary Public in and for Said State.

EXHIBIT "A"

Lot Six (6), Amended Plat of Lots Six (6), Seven (7), Eight (8) and Nine (9) of Auditor's Plat No. 2, part of Northwest Quarter (NW¼) of Northwest Quarter (NW¼), Section Twenty-five (25), Township Eighty-eight (88) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book 5, Plats, Page 109; also described as that part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), Section Twenty-five (25), Township Eighty-eight (88) North, Range Five (5), West of the Fifth P.M., described as commencing at the Southeast corner of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) and running thence West along South line of said Northwest Quarter (NW¼) of Northwest Quarter (NW¼) 259.22 feet, thence North 75.00 feet to the point of beginning, thence West 4.80 feet, thence North 21°12'40" East 129.15 feet, thence East 60.00 feet, thence South 1°33'20" East 120.44 feet, thence West 105.20 feet to point of beginning.

[Sellers will also give to Buyers an easement for ingress and egress for dockage purposes over and across land owned by Sellers described as Lot Nine (9), Amended Plat of Lots Six (6), Seven (7), Eight (8) and Nine (9) of Auditor's Plat No. 2, part of Northwest Quarter (NW¼) of Northwest Quarter (NW¼), Section Twenty-five (25), Township Eighty-eight (88) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book 5, Plats, Page 109, said easement being more particularly described as a strip of land 12 feet wide and abutting on the South line and Westerly line of said property. Said easement is appurtenant to and runs with the land and shall be binding on all transferees, heirs, devisees, successors and assigns.]

(Attach to that contract of date July 16, 1990, by and between Harold J. Hilton and Mildred L. Hilton, husband and wife, as Sellers, and Curt W. Jensen and Julie A. Jensen, husband and wife, as Joint Tenants with Full Rights of Survivorship, and Not as Tenants in Common, as Buyers.)