IOWA STATE BAR ASSOCIATION
Official Form No. 21.2 (Trade-Mark Registered, State of Iowa, 1967)

FOR THE LEGAL EFFECT OF THIS FORM, CONSULT YOUR LAWYER

CAVEAT: Seller should determine the impact, if any, of Federal Regulations as to Consumer Credit Cost Disclosure upon this particular transaction.

REAL ESTATE CONTRACT (SHORT FORM)

It Is Agreed between JOHN J. RIEGER

of Bremer County, Iowa, **Sellers**, and, MARIA WHITE

of Delaware County, Iowa, **Buyers:**

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

That part of Lot Fifty-seven (57) of "Turtle Creek Camp in Milo Township on Delhi Lake in Delaware County, Iowa", according to plat recorded in Book 2 Plats, Page 63, described as commencing at the Southeast corner of said Lot Fifty-seven (57) and running thence Northwesterly on the Easterly line of said Lot Fifty-seven (57) to a point that is One hundred ninety (190.0) feet Southeasterly from the Northeast corner of said Lot, thence running Southwesterly to a point on the South line of said Lot Fifty-seven (57) that is Fifty-five (55.0) feet East of the Southwest corner of said Lot, thence East along the South line of said Lot Fifty-seven (57) to the point of beginning.

together with all easements and servient estates appurtenant thereto, upon the following terms:

1. **TOTAL PURCHASE PRICE** for said property is the sum of - - - - - - - - - - - - - - - - Twenty-six thousand five hundred and no/100 - - - - - Dollars ($ 26,500.00) of which - - - - - - - - - Twelve thousand and no/100 - - - - - - - - - - - Dollars ($ 12,000.00) has been paid herewith, receipt of which is hereby acknowledged by Sellers; and Buyers agree to pay the balance to Sellers at residence of Sellers, or as directed by Sellers, as follows:

$7,500.00 or more at the option of the buyer on the 1st day of June A.D. 1991, and $7,000.00 (or balance remaining) on the 1st day of June A.D. 1992.

2. **INTEREST.** ~~Buyers agree to pay interest from - - - - - - - - - - - - - - - - - - upon the unpaid balances, at the rate of - - - - - - per cent per annum, payable - - - - - - - - - - - - - - - - - - annually.~~

100% of installment delinquent if not paid by October 1990

3. **TAXES.** Sellers agree to pay / of the regular taxes assessed for the year 19_____, against said property, payable in the year 19_____, and any unpaid taxes thereon payable in prior years and any and all special assessments for improvements which have been installed at the date of this contract; and Buyers agree to pay, before they become delinquent, all other current and subsequent taxes and assessments against said premises.

4. **POSSESSION.** Sellers agree to give Buyers possession of said premises on or before May 26, 19 90.

5. **INSURANCE.** Sellers agree to carry existing insurance until date of possession and Buyers agree to accept the insurance recovery instead of replacing or repairing buildings or improvements. Thereafter until final settlement, Buyers agree to keep the improvements upon said premises insured against loss by fire, tornado and extended coverage for a sum not less than $_____ or the balance owing under this contract, whichever is less, with insurance payable to Sellers and Buyers as their interests may appear, and to deliver policies therefor to Sellers.

6. **ABSTRACT.** Sellers agree to forthwith deliver to Buyers for their examination abstract of title to said premises continued to the date of this contract showing merchantable title in accordance with Iowa Title Standards. After examination by Buyers the abstract shall be held by Sellers until delivery of deed. Sellers agree to pay for any additional abstracting which may be required by acts, omissions, death or incompetency of Sellers, or either of them, occurring before delivery of deed.

7. **FIXTURES.** All light fixtures, electric service cable and apparatus, shades, rods, blinds, venetian blinds, awnings, storm and screen doors and windows, attached linoleum, attached carpeting, water heater, water softener, outside TV tower and antenna, attached fencing and gates, pumps jacks, trees, shrubs and flowers and any other attached fixtures are a part of the real estate and are included in this sale except

FILE No. 53-1096
RECORDING FEE $ 10.00
TRANSFER FEE $ _____

FILED FOR RECORD THE 5 DAY OF November, 1990 AT 11:47 O'CLOCK A M. BOOK 127 PAGE 35

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
LD

8. **CARE OF PROPERTY.** Buyers shall not injure, destroy or remove the improvements or fixtures or make any material alterations thereof without the written consent of Sellers, until final payment is made.

9. **DEED.** Upon payment of all sums owing by Buyers to Sellers by virtue of this contract, Sellers agree to contemporaneously execute and deliver to Buyers a warranty deed upon the form approved by The Iowa State Bar Association and which shall be subject to:

(a) Liens and encumbrances suffered or permitted by Buyers, and taxes and assessments payable by Buyers.

(b) Applicable zoning regulations and easements of record for public utilities and established roads and highways.

(c)

10. **FORFEITURE AND FORECLOSURE.** If Buyers fail to perform this agreement in any respect, time being made the essence of this agreement, then Sellers may forfeit this contract as provided by Chapter 656 of the Iowa Code and all payments made and improvements made on said premises shall be forfeited; or Sellers may declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this contract, in which event Buyers agree to pay costs and attorney fees and any other expense incurred by Sellers.

11. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHT IN REAL ESTATE.** If, and only if, the Sellers, immediately preceding this sale, hold the title to the above described property in joint tenancy, this sale shall not constitute a destruction of that joint tenancy. In that case, all rights of the Sellers in this contract, in the proceeds thereof, and in any continuing or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with full rights of survivorship and not as tenants in common. Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller and to accept deed executed solely by such survivor; but with due regard for the last sentence of paragraph 6, above.

12. **"SELLERS."** Spouse, if not a titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of this contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

13. (Here add further terms or provisions) Property sold and transferred herein includes all contents of the cabin situated thereon, excepting only property removed by Wayne Rieger prior to date of signing this contract, the lift, dock and 24' pontoon boat and 20 horsepower motor. Buyer accepts all property "as is" in the condition as of the date of signing this contract.

Words and phrases herein shall be construed as singular or plural and as masculine, feminine or neuter gender according to the context

Dated this 5 day of July, 19 90.

Maria White
Maria White

624 West First St.
Monticello, Ia 52310
BUYERS
Buyers' Address

John J. Rieger
John J. Rieger

SELLERS

Sellers' Address

STATE OF IOWA, BREMER COUNTY, ss:

On this 29 day of June, A. D. 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John J. Rieger as Seller,

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

Elinor Foster
Elinor Foster, Notary Public in and for the State of Iowa.

53-1096

Real Estate Contract (Short Form)

John J. Rieger

TO

Maria White

Entered for taxation the _____ day of _____, 19__

_____ Auditor

By _____ Deputy

Filed for record the 7 day of NOV 19 90 and recorded in Book 127 of Deeds, on page 35 of the DELAWARE County Records.

'90 NOV 27 AM 11 47

BOOK 127 PAGE 35

LOAN TAX PAID

RECORDER

$10.00

_____ Recorder

By _____ Deputy

WHEN RECORDED RETURN TO

Baird & Laird

114 W. Bremer Ave.

Waverly, Ia 50677

6837

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, Jones COUNTY, ss:

On this 5th day of July, A. D. 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared MARIA WHITE

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

Verla M. Longer Notary Public in and for the State of Iowa

VERLA M. LONGER NOTARIAL SEAL IOWA

IOWA STATE BAR ASSOCIATION
Official Form No. 11 (Trade-Mark Registered, State of Iowa, 1967)
P-4521 This Printing: July 14, 1976

(Section 558.39, Code of Iowa)