FOR THE LEGAL EFFECT CONSULT YOUR LAWYER

Real Estate Contract

Agreement Between James W. Hill and Eva E. Hill, husband and wife,

of Delaware County, State of Iowa Seller[s], and Ralph R. Neuhaus and Betty Jean Neuhaus, husband and wife, as Joint Tenants with Full Rights of Survivorship, and Not as Tenants in Common,
of Delaware County, State of Iowa, Buyer[s].

That Seller(s) hereby agree to sell and Buyer(s) hereby agree to buy the real estate situated in Delaware County, Iowa, described as:

The West one-half (W½) of Lot Two (2), Amsden's Second Addition to Manchester, Iowa, according to plat recorded in Book 19 L.D., Page 336, and a piece of land described as commencing at the Northwest corner of said Lot Two (2) and running thence East four (4) rods, thence North ten (10) feet, thence West four (4) rods, thence South ten (10) feet to the place of beginning, same being a part of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Thirty Two (32), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M.

together with all easements pertaining thereto, upon the following terms:

1. **TOTAL PURCHASE PRICE** for said property is the sum of EIGHT THOUSAND SEVEN HUNDRED AND NO/100 - Dollars ($ 8,700.00 - - - - - - -)
of which ONE AND NO/100 -
Dollars ($ 1.00 - - -) has been paid herewith, receipt of which is hereby acknowledged by Seller(s); and Buyer(s) agree to pay the balance as follows:

The balance of $8,699.00 is to be paid over a period of three (3) years with the first payment to be made January 1, 1993, and the last payment to be made January 1, 1996. all sums of principal and interest shall be due and payable on January 1, 1996.

The amount of the monthly payment shall be $276.66 per month.

The payments of $276.66 each month shall first be credited against interest accrued and then against principal. Buyers are granted the right of prepayment on this contract without penalty to the extent of the whole at any time.

2. **INTEREST.** Buyer(s) agree to pay interest from December 11, 1992 upon the unpaid balances at the rate of 9 per cent per annum, payable monthly - - - - - - - - - - - - - -

3. **TAXES** Buyers agree to pay the real estate tax payment due March of 1993 and all subsequent real estate tax payments as they shall come due.

4. **POSSESSION.** Seller(s) agree to give Buyer(s) possession of said premises on or before December 11, 1992.

5. **INSURANCE.** Seller(s) agree to maintain existing insurance until date of possession; thereafter until final settlement. Buyer(s) 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 Seller(s) and Buyer(s) as their interests may appear, and to deliver policies therefor to Seller(s).

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 according to 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.

FILE No. 245-1830	FILED FOR RECORD THE 14 DAY OF Dec 19 92 AT 3:44	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 10.00	O'CLOCK P.M. BOOK 52 PAGE 119	DeborahL. Peyton, Recorder
TRANSFER FEE $		TLD

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, pump jacks, trees, shrubs and flowers and any other attached fixtures are a part of the real estate and are included in this sale with the exception as follows:

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 full payment is made.

9. **DEED.** Upon payment of all sums owing by Buyers to Sellers by virtue of this contract, Sellers agree to execute and deliver at his own cost and expense a Warranty Deed of said premises and deliver to second party an Abstract of Title showing a good and merchantable title.

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 expenses incurred by Sellers.

11. (Here add provisions for joint tenancy or other agreements)

Dated this 11th day of December, 19 92

Ralph R. Neuhaus
(Ralph R. Neuhaus)

Betty Jean Neuhaus
(Betty Jean Neuhaus)

808 Jasper Street
Manchester, Iowa 52057

BUYERS

BUYER'S ADDRESS

James W. Hill
(James W. Hill)

Eva E. Hill
(Eva E. Hill)

R.R. 5, Box 96
Manchester, Iowa 52057

SELLERS

SELLER'S ADDRESS

STATE OF IOWA, DELAWARE **COUNTY, ss:**

On this 14th day of December A.D. 19 92 before me, the undersigned, A Notary Public in and for said County, in said State, personally appeared James W. Hill and Eva E. Hill, husband and wife; Ralph R. Neuhaus and Betty Jean Neuhaus, husband and wife:

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

JANE M. PHILIPPSON
MY COMMISSION EXPIRES
10-16-95

Jane M. Philippson
Notary Public in and for said County and State.

Real Estate Contract

BETWEEN
James W. Hill & Wife

AND
Ralph R Neuhaus & Wife

STATE OF IOWA, DELAWARE COUNTY, ss.
Filed for record this 14th day of DEC 92 at 2 o'clock P M, and recorded in Book 119 on page 245-1830
$10.00
RECORDER
Recorder
Deputy
By
Recording Fee, $
Paid

Ralph Neuhaus
808 Jasper St.
Manchester, IA 52057