ROBERT UNGS
18049 160th AVE.
MANCHESTER, IA
52057

REAL ESTATE TRANSFER
TAX PAID 19
STAMP #
$ 23.20
Deborah L. Peyton
RECORDER
7-9-99 28
DATE COUNTY

DELAWARE COUNTY IOWA
FILED
1999 JL -9 AM 11:42
BOOK 149 PAGE 269
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
16.00

MARK THURM 5585 WINSLOW ROAD MARION, IA 52302 (319) 363-2085

PURCHASE/SALE CONTRACT

Cedar Rapids Area Association of REALTORS
Rev. 1997

REALTOR®

EQUAL HOUSING OPPORTUNITY

1. DISCLOSURE: Manchester, Iowa, July 9th, 1999
2. An agency disclosure must be made by the agent prior to any offer being made by the BUYER or accepted by the SELLER. By signing below, the BUYER
3. and SELLER confirm that written disclosure of agency representation was provided to them prior to the signing of the Purchase/Sale Contract. BUYER
4. acknowledges having signed and received a copy of the SELLER Property Condition Disclosure form. The BROKER, its agents, employees, and associates
5. are not required, however, to discover hidden defects in the property or give advice on matters outside the scope of their real estate license.
6. _____, and all licensees affiliated with the BROKER, represent _____
   Name of BROKER — BUYER/SELLER
7. _____, and all licensees affiliated with the BROKER, represent _____
   Name of BROKER — BUYER/SELLER
8. Robert C. Ungs [redacted] W.Mark Thurm [redacted]
   BUYER — SS # — SELLER — SS #
9. Jean A. Ungs [redacted] Diane F. Thurm [redacted]
   BUYER — SS # — SELLER — SS #
10. The undersigned BUYER hereby offers on the following terms:
11. Twenty Five Thousand ---------- Dollars ($ 25,000.00)
12. for the purchase of Cabin on Leased Junior Schneider land
13. legally described as 25962 206th Ave Manchester,Ia Sec 23 Twn 088 Rg 05
14. _____
15. _____ Delaware ~~Linn County~~, Iowa subject to public highways, covenants, testaments, restrictions and zoning,
16. if any. Included are all permanent fixtures _____
17. _____
18. _____
19. RECEIPT FOR DEPOSIT: Earnest money _____ Dollars ($ _____)
20. payable to _____
21. deposited by _____. Upon acceptance of this offer, said earnest money shall be
22. be returned to BUYER in event this offer is not accepted or contingencies not met otherwise to be held in trust by the listing office except as otherwise
23. herein provided, and _____
24. _____
25. _____
26. _____
27. _____
28. _____
29. Any unpaid balance, from the date of possession or as otherwise herein dated, shall bear interest at the rate of _____ per cent per annum. Rents, interest
30. and insurance shall be adjusted as of date of possession.
31. POSSESSION shall be given by 12:00 AM 7-10-1999
32. SETTLEMENT shall be made Paid in full by the Buyer
33. TAXES which are a lien against the property as of the date of possession as specified in this agreement shall be paid by SELLER. All subsequent taxes shall
34. be Paid by the buyer.
35. _____
36. _____
37. SPECIAL ASSESSMENTS or estimated special assessments, if any, for improvements or sewers and of record in the County Treasurer's or Auditor's office as
38. of date of acceptance of this offer shall be paid by SELLER.
39. USE OF PREMISES. At option of BUYER this contract is void unless at time of settlement BUYER is permitted under existing zoning and any restrictive
40. covenants to use the premises for Personal Use
41. CONDITION OF PROPERTY:
42. A The property as of the date of this agreement, including buildings, grounds and all improvements will be preserved by the SELLERS in its present
43. condition until possession, ordinary wear and tear excepted. The SELLERS warrant that the heating, cooling, electrical and plumbing systems and all
44. included appliances will be in good working order and condition as of the date of possession, except Property sold As Is
45. Condition.
46. B The BUYERS must choose one of the following alternatives relative to the condition and quality of the property.
47. (1) ☐ Within ___ calendar days after the acceptance date, at their sole expense, have the property inspected by a person or persons of their choice. The
48. inspection shall cover the MAJOR COMPONENTS of the Real Estate: central heating and cooling, plumbing, electrical, roof, walls, ceilings, foundation,
49. and basement. This is not to be construed as an inspection to bring an older home into compliance with the current building code. Within two (2) calendar
50. days from completion of all inspections, the BUYERS must notify the SELLERS' agent in writing of any major deficiencies. The notification must be
51. accompanied by a copy of the written inspection report pertaining to the deficiency and by a written bid from a qualified contractor for the cost of repair of
52. such deficiency. IN THE ABSENCE OF WRITTEN NOTICE OF ANY DEFICIENCY FROM BUYER, WITHIN THE TIME SPECIFIED, THIS PROVISION SHALL
53. BE DEEMED WAIVED AND THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. The Sellers shall, within two (2) calendar days after receipt
54. of BUYERS' notification, notify the BUYERS in writing of what remedies the SELLERS will take to correct such deficiencies before closing or what funds
55. will be credited the buyer in lieu of repairs, if any. The BUYERS shall, within two (2) calendar days after receipt of SELLERS' notification, notify the
56. SELLERS' agent that, (1) such remedies are acceptable, in which case this Agreement, as so modified shall be binding upon all parties; or (2) that such
57. remedies are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYERS without further
58. signatures required.
59. (2) ☒ BUYERS acknowledge that they have been ~~advised of~~ their right to inspect the property and have declined to make said inspection. RCU (initial{s})
60. C ~~STRUCTURAL PEST CONTROL REPORT.~~ SELLER will furnish a ~~structural~~ pest control ~~report by~~ a Professional ~~Exterminator~~ and agrees ~~to pay for any~~
61. treament ~~necessary~~ to free the ~~premises~~ of active structural ~~pests~~. In the event damage has occurred from ~~infestation~~ BUYER ~~shall~~ have the option of
62. ~~declaring this agreement null and void if SELLER declines to repair such damage.~~ WAIVED - Entirely RCU
63. D FINAL INSPECTION: BUYER or his representative has the right to enter and inspect premises, prior to closing to determine if there have been any
64. material changes in the property since the date of the purchase agreement and acknowledges, by deposit of final funds, that the property is acceptable and
65. all equipment is in working order.
66. ADDITIONAL PROVISIONS. This agreement is made subject to the additional terms and provisions printed or written on the reverse side hereof, except
67. that in the event any such provision is changed or added to or other insertion made, then the signatures hereto shall also be affixed to the reverse side
68. hereof to show assent to such changes or additions.
69. **Mediation** - In the event of a dispute, the Cedar Rapids Area Association of REALTORS advises BUYER and SELLER to consider mediation prior to
70. initiating legal action. The mediation will be conducted in accordance with the Rules and Procedures of the Iowa Association of REALTORS Mediation
71. Council. Rules will be delivered to the parties upon request.

THIS IS A LEGAL BINDING CONTRACT. IF NOT UNDERSTOOD SEEK COMPETENT LEGAL ADVICE

72. TIME AND MANNER OF PURCHASE. Unless otherwise specifically indicated, this offer, if made by more than one party, is made by the undersigned as
73. joint tenants and not as tenants in common, with full rights of survivorship. The same shall be good and binding upon the undersigned if accepted on or
74. before the 9th day of July, 1999, at Manchester, Iowa
75. x W. Mark Thurm x Diane Thurm
76. The undersigned SELLER of the above described property hereby accepts the above offer and agrees to sell said property according to its terms on - Sellers
77. this 9th day of July, 19 99.
78. ☐ ADDENDUM ATTACHED.
79. ~~Buyers~~ x Robert C. Ungs x Jean A. Ungs
80. ROBERT C. UNGS JEAN A. UNGS

Subscribed & sworn to before me, a Notary Public, this 9th day of July, 1999.
Kathy M. Hauschild

KATHY T. HAUSCHILD
MY COMMISSION EXPIRES
7-1-2000

ABSTRACT AND MERCHANTABLE TITLE. SELLER shall, immediately upon request, have the Abstract of Title extended to date and submit it to BUYER for examination by his attorney. Such Abstract of Title shall show merchantable title in the SELLER, subject only to encumbrances and liens herein assumed and such other encumbrances and liens as shall be paid from the proceeds of this sale. If this sale is on the deferred installment plan, such other encumbrances shall not exceed the unpaid balance of purchase price hereunder and shall provide for an interest rate and terms of payment no more onerous than those provided herein. Thereafter the SELLER shall not be obligated to make any further extensions or corrections other than to show, upon full payment of purchase price, entries subsequently caused by SELLER and satisfaction of unassumed encumbrances shown by said examination or those thereafter imposed by the SELLER. Upon full payment of purchase price SELLER shall deliver to BUYER a general warranty deed to said property accompanied by such Abstract of Title.

JOINT TENANCY. In the event that SELLER at the time of the execution of this contract holds record title to said real property as joint tenants, and not as tenants in common, with full rights of survivorship, it is expressly agreed that the term SELLER as used herein shall refer to the SELLER as such joint tenants and not as tenants in common. Upon the death of one or more of the joint tenants, payments shall be made to the survivor or survivors. A conveyance under this contract made by the survivor or survivors shall convey and discharge all the interest of the SELLER in and to the property and upon receipt by the survivor or survivors of all the moneys due hereunder such shall be a complete release of the SELLER'S lien for the purchase price hereof, hereby intending that this contract shall not and does not destroy such joint tenancy holding of the title by SELLER.

SUCCESSORS IN INTEREST. When accepted, this contract shall apply to and bind the heirs, executors, administrators, assigns and successors in interest of both parties. In case of the assignment of this contract by either party, prompt written notice shall be given to the other party. The liability of BUYER under this contract shall not cease or be terminated, even though the contract be assigned by BUYER, unless said liability is specifically released in writing by SELLER.

FUNDS: It is agreed that at time of closing, funds of the purchase price received from THE BUYER and/or BUYERS lender, may be used to apply to the purchase price, to pay taxes and other liens, same to be handled under supervision of the BROKER and subject to approval of BUYERS or lenders attorney on title questions needed to produce marketable title. SELLER hereby appoints the BROKER to receive such funds and make such payments and disbursements.

DAMAGE TO IMPROVEMENTS. In the event this property is destroyed or substantially damaged by fire or any other cause before the closing date, this agreement shall become null and void, at the purchaser's option, and all monies paid hereunder shall be refunded to him. SELLER accepts liability for maintaining and delivering property in similar condition as offered for sale.

FEES, COST AND JURISDICTION. In the event of a forfeiture action, or otherwise, or in any proceeding in any court to collect any sums payable or secured herein, or to protect the lien or title herein of SELLER, or in any case permitted by law in which attorney's fees may be collected from BUYER or imposed upon BUYER or upon the above described property, BUYER agrees to pay reasonable attorney's fees. This contract shall be performed by BUYER and his successors in interest in Linn County, Iowa, and any suit brought by the SELLER may be brought in Linn County, Iowa.

COURT APPROVAL. In the event this property is being sold by a fiduciary, this contract shall be subject to court approval unless deemed unnecessary by BUYER'S attorney. If necessary, the fiduciary shall proceed promptly and diligently to secure court approval in which even a Court Officer's Deed as approved by the Iowa State Bar Association shall be used.

FORFEITURE. In the event that BUYER fails to perform any of the agreements herein made or required, the time and times of all payments and performances herein provided for being of the essence of this contract, then SELLER, in addition to any and all other remedies or rights of action which he may now have at law or in equity, including foreclosure, shall have the right at SELLER'S option and upon serving a thirty day notice as provided by Chapter 656 of the 1975 Code of Iowa, or as amended, to declare this contract null and void, in which case all the rights and interest hereby acquired or existing in favor of BUYER, his heirs, legal representatives assigns, or successors interest, shall be forfeited and shall utterly cease and terminate, and the property herein described shall immediately revert to and revest in the SELLER without any right of BUYER for reclamation or compensation for money or property paid. In the event that SELLER has a right of forfeiture hereunder, and for the purposes of such forfeiture, BUYER does hereby specifically waive any constitutional rights which BUYER may have under and by reason of such forfeiture proceeding or otherwise, and does hereby waive any court proceeding questioning the validity of such statue or the action taken thereunder hereby specifically waiving the right to any prior hearing in court or otherwise. If BUYER or any other person or persons shall be in the possession of said real property or any part thereof, he will peaceably remove himself and his possessions therefrom and abandon all claim to any right, title and interest in and to said real property or in and to this contract, or in default thereof he may be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such. Any personal property remaining on the premises more than seven days after the completion of such forfeiture proceeding shall be conclusively presumed to have been abandoned by BUYER and of no value to BUYER and SELLER may dispose of the same as SELLER wishes without liability therefor and without any right of BUYER to make claim therefor or for any interest therein or as to any protherefrom.

FAILURE OF SELLER TO PERFORM: In the event that SELLER fails to fulfill this agreement, then SELLER shall pay to the real estate agent, the agreed commission in full, and the BUYER shall have the right to have all payments returned, or to proceed by any action or actions at law or in equity, and the SELLER agrees to pay costs and attorney fees, and a receiver may be appointed.

ABANDONED PERSONAL PROPERTY. Any personal property remaining on the premises at time of possession herein provided shall, unless the parties hereto otherwise agree, be conclusively presumed to have been abandoned by SELLER and of no value to SELLER and BUYER may dispose of the same as BUYER wishes without liability therefor and without any right of SELLER to make claim therefor or for any interest therein or as to any proceeds therefrom.

GENDER AND NUMBER. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender as may be indicated by the context hereof.