Entered for taxation 5th day
of May A.D., 2003
Sharon McCubbin, Auditor
By Cindy Beeks, Deputy
88-92

RECORDER FEE $ 11.00
RECORDER FEE $ 5.00

BOOK 3 PAGE 2091
DEBORAH L. PEYTON
DELAWARE CO. RECORDER

2003 MY -2 AM 9:53

DELAWARE COUNTY IOWA
FILED

Prepared by:
Leo W. Salat
3810 B AV NE
Cedar Rapids, IA 52402
Tel: 319/364-7410

Address Tax Statement to:
Erik and Heatherlyn Meggers
601 34th St NE
Cedar Rapids, IA 52402
Tel: 319/363-9116

AGREEMENT TO SELL REAL ESTATE

a.k.a. Lee W. a.k.a. Cindalynn J.

Of Leo W. and Cindalyn J. Salat as Sellers,
3810 B Av NE

and Erik W. and Heatherlyn J. Meggers
of 601 34th St NE as Buyers,

hereby agree that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, within this contract.

1. **LEGAL DESCRIPTION** of real estate located in Delaware County,
State of Iowa
Lot Two (2) of the Plat of Hawker's H-H Subdivision of Part of W ½ of the NW ¼ of Section 29, Township Eighty-Eight North, Range 4 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 42

2. **PURCHASE PRICE** thirty Thousand and no hundreds Dollars

Method of Payment: Contract 3 thousand dollars down, 5 year cash out

(a) Deposit to be held in trust by Seller for 90 days	$ 3,000
(b) Approximate principal balance of first mortgage to which conveyance shall be subject, if any, Mortgage holder: Leo W. and Cindalyn J. Salat Interest 0% per annum	$18,000
(c) Other:	$ 0
(d) Cash, certified or local cashier's check on closing and delivery of deed (or such greater or lesser amount as may be necessary to complete payment of Purchase price after credits, adjustments and prorations).	$ 9,000

3. **PRORATIONS**: Taxes, insurance, interest, rents and other expenses and revenue of said property shall be prorated as of the date of closing.

4. **RESTRICTIONS, EASEMENTS, LIMITATIONS**: Buyer shall take title subject to: (a) Zoning, restrictions, prohibitions and requirements imposed by government authority, (b) Restrictions and matters appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if any, (e) Other: taxes and insurance responsibility of buyers. Seller warrants that there shall be no violations of building or zoning codes at the time of closing.

5. **DEFAULT BY BUYER**: If Buyer fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. **DEFAULT BY SELLER**: If the Seller fails to perform any covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.

7. **PLACE OF CLOSING**: Closing shall be held at the office of the Seller's attorney or as otherwise agreed upon.

8. **TIME IS OF THE ESSENCE**: Time is of the essence for this Sale and Purchase Agreement.

9. **DOCUMENTS FOR CLOSING**: Seller's attorney shall prepare deed, note, mortgage, Seller's affidavit, any corrective instruments required for perfecting the title, and closing statement and submit copies of same to Buyer's attorney, and copy of closing statement at least two days prior to scheduled closing date.

10. **EXPENSES**: State documentary stamps required on the instrument of conveyance and the cost of recording any corrective instruments shall be paid by the Seller. Documentary stamps to be affixed to the note secured by the purchase money mortgage, intangible tax on the mortgage, and the cost of recording the deed and purchasing money mortgage shall be paid by the Buyer.

11. **INSURANCE AND TAXES**: Shall be paid by the buyer upon receipt of deposit.

12. **RISK OF LOSS:** If the improvements are damaged by fire or casualty before delivery of the deed and can be restored to substantially the same condition as now within a period of 60 days thereafter, Seller shall so restore the improvements and the closing and date of delivery of possession hereinbefore provided shall be extended accordingly. If Seller fails to do so, the Buyer shall have the option of (1) taking the property as is, together with insurance proceeds, if any, or (2) canceling the contract, and all deposits shall be forthwith returned to the Buyer and all parties shall be released of any and all obligations and liability.

13. **MAINTENANCE**: Between the date of the contract and the date of closing, the property, including lawn, shrubbery shall be maintained by the Buyer in the condition, as it existed as of the date of the contract, ordinary wear and tea excepted.

14. **CLOSING DATE:** This contract shall be closed and the deed and possession shall be delivered on or before the 28th day of March, 2003, unless extended by other provisions of this contract.

15. **TYPEWRITTEN OR HANDWRITTEN PROVISIONS**: Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.

16. **OTHER AGREEMENTS**: No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.

17. **SPECIAL CLAUSES**: Monthly payments in the amount of $300.00 shall be made by Buyers to Sellers by the 1st of each month starting May 1, 2003. Sale will include all outbuildings, furnishings, and equipment, AS IS. (Seller reserves the right to remove minimal personal items.) In the case of death of Sellers remaining payments shall be paid to the Seller's estate by Buyers. Payment of outstanding balance by Buyers will be allowed at any time.

Heatherlyn J Meggers 4-29-03
Buyer Date

Buyer Date 4-29-03

Cindalyn J Salat 4-29-03
Seller Date

Leo W. Salat 4-29-03
Seller Date

STATE OF IOWA, Linn COUNTY, ss:

On this 29th day of April, A.D. 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Leo W. Salat, Cindalyn J. Salat, Erik W. Meggers, and Heatherlyn J. Meggers, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Ryan J Brems, Notary Public in and for said State.

RYAN J. BREMS COMMISSION NUMBER 703008 MY COMMISSION EXP. 13 Jun 03 IOWA NOTARIAL SEAL