DELAWARE COUNTY IOWA
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BOOK 2008 PAGE 1125
DEBORAH L. PEYTON
DELAWARE CO. RECORDER

RECORDER FEE $ 46.00
AUDITOR FEE $ 15.00

Entered for taxation 12th day
of April A.D. 2004
Sharon McCrabb, Auditor
By _____, Deputy

90-217;
R-98; R-102

PREPARED BY: TROY A. MIZELL 207 N BLUFF ST. GUTTENBERG IA 52052 (563) 252-3464
TAX ADDRESS STMT: 22726 KING RD. GARNAVILLO IA 52049

LAND CONTRACT

THIS AGREEMENT, made at Guttenberg, Iowa in duplicate, each copy of which shall be deemed an original, effective as of the 15th day of August, 2003, by and between Troy A. Mizell, Jody A. Mizell, Wayne Peterson & Diana Peterson, whose address is 12 Riverridge Acres Guttenberg, IA 52052 and 1516 Felland Street McFarland, Wisconsin 53589, hereinafter referred to as "Seller", and Chuck & Angie Lawson, whose address is 22726 King Road Garnavillo, Iowa 52049, hereinafter referred to as "Buyer", upon the following terms and conditions.

A. **Agreement to Sell; Agreement to Purchase**. Seller has this day agreed to sell unto Buyer and Buyer has agreed to purchase from Seller premises located at 210 Spring Street Dundee, Iowa 52038, which is more particularly described as follows:

Situated in the City of Dundee, County of Delaware and more particularly described on Exhibit "A" which is attached hereto, specifically incorporated herein, and hereafter referred to as the "Property".

B. **Payment of Purchase Price**. Buyer shall pay Seller for the Property the purchase price of Ninety-Thousand Four-Hundred AND Twenty-Eight Dollars ($90,428.00). The purchase price shall be payable as follows:

1. Buyer shall pay to Seller the sum of Twenty-One-Thousand Dollars ($21,000.00) on or before the execution of this Land Contract.

2. The unpaid principal balance of the purchase price, Sixty-Nine-Thouand Four-Hundred AND Twenty-Eight Dollars ($69,428.00), together with accrued interest on the declining unpaid balance at the rate of Eight percent (8.00%) per annum from the date hereof, shall be paid, without demand from the Seller, in consecutive monthly installments of Five-Hundred Nine Dollars ($509.00), beginning on the 15th day of September, 2003, and continuing on the same day of each month thereafter, for Thirty-Six (36) consecutive months, and upon the first day of the month following the last month of the above described consecutive months, the entire principal balance of the purchase price shall be due, owing and paid, in full, to the Seller. The Buyer shall be permitted to pre-pay the principal balance of the purchase price at any time, without pre-payment penalty.

3. If Seller has not received the full amount of any monthly payment by the end of the fifth (5th) calendar day after the date it is due, Buyer shall pay a late charge to Seller in the amount of five percent (5.0%) of Buyer's monthly payment per month for each month the payment is late.

4. Monthly installments due hereunder shall be paid to Seller at the address set forth in the first paragraph hereof or at such other address as Seller may from time to time designate.

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C. **Delivery of Possession**. Buyer shall have exclusive possession of the Property commencing 15 August, 2003 and continuing thereafter so long as Buyer is not in default under this Contract.

D. **Taxes**. Buyer agrees to assume and to be responsible for all taxes, assessments, and other charges against the Property due and payable after the date of Possession. Upon the close of the purchase of the Property, Seller shall give to Buyer a credit for (a) any real estate taxes and assessments which became a lien on the Property with respect to any year prior to the year and date in which this Land Contract was made, and (b) a pro rata share of the real estate taxes and assessments which are a lien for the current year.

E. **Utilities**. Buyer shall put all utility services in Buyer's name and shall pay for all charges incurred for all utility services used or consumed at the Property from and after the date hereof. If a utility service cannot be put in Buyer's name, then Buyer shall, within five (5) days of receiving a utility invoice from Seller, pay said utility bill directly to the utility provider.

F. **Indemnification of Seller**. From and after the date of this Contract, Buyer shall indemnify Seller for, defend Seller against, and hold Seller harmless from any liability, loss, cost, injury, damage or other expense that may occur or may be claimed by or with respect to any person or property on or about the Property resulting from the use, misuse, possession, occupancy or non-occupancy of the Property by Buyer or Buyer's agents, employees, licensees, invitees or guests. Buyer has examined the Property and is relying solely upon such examination with respect to the condition, character and size of the land, improvements, and fixtures, if any, constituting the Property.

G. **Insurance**. Buyer at Buyer's sole cost and expense, shall maintain in full force and effect at all times during the continuance of this Contract:

1. Comprehensive liability insurance for bodily injury or death to any person or persons, in an amount of not less than Three-Hundred-Thousand Dollars ($300,000.00) and property damage insurance in an amount not less than Three-Hundred-Thousand Dollars ($300,00.00); and

2. Fire and extended coverage insurance on all buildings and improvements located on the Property in an amount equal to the "full replacement costs" thereof as determined by Seller from time to time.

Seller shall be named as insured party in all insurance policies required above. Said polices shall provide for written notice to Seller at least thirty (30) days prior to any cancellation, modification, or lapse thereof. Buyer shall furnish Seller with a copy of such insurance policy.

H. **Maintenance and Repair of Property**. Buyer, at Buyer's sole cost and expense, shall keep, maintain, and repair or cause to be kept, maintained, and repaired the interior and exterior of the residential structure and all improvements, including the grounds, landscaping, and pavement, at any time erected in or on the Property and shall use all reasonable precaution to prevent waste, damage or injury to said buildings and improvements. Buyer shall be responsible for maintaining or repairing the foundation, buildings, and roof of the buildings. Buyer shall also, at Buyer's sole cost and expense, keep, maintain, and repair all fixtures and equipment located in and on the Property, and keep, maintain, and repair all mechanical, heating, ventilating, air conditioning, and electrical systems, and all plumbing situated in, on, and under the Property. Buyer shall pay promptly when due, all charges, costs and expenses for such maintenance, repairs, replacements, and shall indemnify and hold harmless the Seller from and against any and all liabilities, obligations, costs, expense and damages on account thereof.

Upon failure of the Buyer to keep the Property in said condition and state of repair, Seller shall have the right and option to enter upon said Property, make the necessary repairs and the sums so paid for the repairs shall be due on demand. Exercise of this right by Seller shall in no event be deemed a waiver of Buyer's default in failing to maintain the Property in a good state. This provision shall in no way obligate Seller to make repairs and/or payments on behalf of Buyer.

I. **Destruction of Property; Appropriation**. From and after the effective date of this Contract, neither the partial destruction of or damage to the Property, whether from fire or other cause, nor the taking of the Property or any portion thereof in appropriation proceedings or by the right of eminent domain or by the threat of the same, shall release Buyer from any of Buyer's obligations under this Contract; provided, however, that any awards made for a taking of the Property shall belong to Seller up to the amount due under the terms of this Contract to the date of such taking, and the amount of such award paid to Seller shall be credited as payments under this Contract.

If, during the term of this Contract, any of the structures located on the Property are totally destroyed or damaged whether from fire or other cause, any compensation for such destruction or damage shall belong to Seller up to the amount due under the terms of this Contract to the date of such destruction or damage, and the amount of such compensation paid to Seller shall be credited as payments under this Contract. Any excess award shall be paid to Buyer.

J. **Encumbering of Property**. Seller warrants that, as of the date of this Contract, the Property is free and clear of all liens and encumbrances, except Seller's mortgages, if any, on the Property, easements, covenants, conditions and restrictions of record, legal highways, and real estate taxes and assessments not yet due and payable.

Seller shall not hold or place a mortgage on the Property in an amount greater than the balance due on this Contract without the written consent of Buyer. If Seller shall default on any mortgage on the Property, Buyer may pay on said mortgage and receive credit on this Contract.

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Buyer shall not create, permit or suffer any liens or encumbrances against the Property, except the lien of current taxes and installments and assessments not yet due and payable.

K. **Assignment**. Buyer shall not sell, assign, encumber or transfer Buyer's interest under this Contract without the prior written consent of Seller. Any assignee or transferee who, with the consent of the Seller, accepts an assignment or transfer of this Contract from the Buyer, shall be held to assume all of the obligations of Buyer hereunder.

L. **Default by Buyer**. If Buyer fails to pay any of said installments when the same become due, or fails to pay for insuring said property, or abandons the property, or fails to comply with any of the terms and conditions hereof, or, if a receiver is appointed for Buyer, or if Buyer becomes bankrupt, or makes an assignment for the benefit of creditors, or should any action or proceeding be filed in any court to enforce any lien on, claim against, or interest in the Property seeking to reach the interest of Buyer therein, then all of the installments and amounts remaining unpaid shall immediately become due and payable, and Seller may, at their option, proceed to terminate this Contract or proceed to judicial sale, upon notice to Buyer as required by law. In the event Seller elects to terminate this contract all amounts previously paid by Buyer shall be retained by Seller in payment for Buyer's use and occupancy of the property and Seller shall be entitled to take immediate possession of the property without prior notice to Buyer. Any equipment or possessions of Buyer left in the property shall be deemed abandoned and Seller shall have the right to dispose of said property in any manner seen desirable. The commencement of legal proceedings shall be equivalent in every respect to actual entry by Seller. Failure or delay of Seller to exercise their rights under this contract because of any default shall not operate as a waiver by Seller of any right hereunder in the event of any subsequent or other default of Buyer. Upon the happening of any of the aforesaid, a court of competent jurisdiction, upon application at any time and without notice, may appoint a receiver to take possession of, manage and control said real estate, collect the rents and profits thereof, and apply the net proceeds to the payment of taxes, assessments and insurance premiums against the Property, or any of them, or in the reduction of Buyer' debt, as Seller may elect. Upon the happening of any of the aforesaid, Buyer agrees to pay Seller rent on a per diem basis for the period Buyer is in possession of the Property after the occurrence of said event. Buyer agrees that the Fair Market Rental Value of the property, per month, is Eight-Hundred AND Fifty Dollars ($850.00). Seller's remedies provided herein are not exclusive and Seller at its election may pursue all other available remedies, whether legal or equitable.

M. **Recording of Contract and Costs**. The parties agree that the Buyer shall pay any recording fees.

N. **Delivery of Deed**. When the purchase price and all other amounts to be paid by Buyer pursuant to this contract are fully paid, Seller shall convey the Property to Buyer by Warranty Deed, warranting good and marketable fee simple title to the Property, from the date Seller

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obtained title to the Property, free and clear of all liens and encumbrances whatsoever, except for the following: Those which have been created or assumed by Buyer; zoning ordinances; legal highways; covenants, restrictions, conditions and easements of record; and the lien of real estate taxes and assessments not then due and payable. There shall be a pro-ration of taxes based upon the terms hereof on the date the Deed is delivered to Buyer.

O. **Survey**. If Purchaser desires or if a lender requires a survey of the Property, then Purchaser shall pay the cost of said survey.

P. **Successors and Assigns**. This Contract shall inure to the benefit of and be binding on Seller and Buyer and upon the successors, heirs, assigns, administrators, legal representatives and executors as the case may be, of the respective parties hereto.

Q. **Property to be Sold "AS IS"**. Buyer hereby acknowledges that they are purchasing the Property in its present "AS IS" condition.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15th day of August, 2003.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

Seller: Wayne A Peterson Troy A. Mizell

Witness: Diana L. Peterson

Witness: Jody A. Mizell

Buyer: Charles Lawson Angela M Lawson

Witness: Dale A. Linderbaum

Witness: _____

EXHIBIT "A"

Legal Description Appears Below

See attached adendum.

All that part of the North one-half (N ½) of the Southwest Quarter (SW ¼) of Section Twenty-seven (27), Township Ninety North (T90N), Range Six West (R6W) of the 5th P.M., described as commencing at a point 764.0 feet South of the Northeast Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of said Section Twenty-seven (27), which point is on the South line of South Street in the Town of Dundee, Iowa, and is on the East line of said Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) and is marked by an iron pin; thence North 33.0 feet; thence North 89°42' East 333.6 feet; thence South 599.0 feet; thence South 89°46' West 746.6 feet; thence North 0°25' West 565.8 feet; thence North 89°42' East 416.7 feet along the South line of South Street to the point of beginning, except that part described by metes and bounds as follows:

Beginning at a point 764 feet South of the Northeast Corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section Twenty-seven (27), Township Ninety North (T90N), Range Six West (R6W) of the 5th P.M., Delaware County, Iowa, which point is on the South line of South Street in the Town of Dundee, Iowa, and on the East line of said Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) and marked by an iron pin, thence South on said East line of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of said Section Twenty-seven (27) a distance of 566.0 feet to the South line of said Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) which point is marked by an iron pin, thence South 89°46' West 413.0 feet along said South line of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) to an iron pin at the center of Main Street extended, thence North 0°25' West along said center line of Main Street extended 565.8 feet to the South line of South Street in the Town of Dundee, Iowa, thence North 89°42' East 416.73 feet along said South line of South Street to the point of beginning, to be hereafter known as Richter's Addition to the Town of Dundee, Iowa, per plat recorded in Book 1, Page 143.

And

Lots Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16) in Block One (1) and all of Block Two (2) of Richter's Addition to the Town of Dundee, Iowa, per plat recorded in Book 1, Page 143.

And

Lot Nine (9) in Block One (1) of Williams Addition to the Town of Dundee, Iowa, per plat recorded in Book 1, Page 36.

Initial: _____

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ACKNOWLEDGEMENT

STATE OF Wisconsin)
COUNTY OF Dane)

Before me, a Notary in and for said County and State, Wayne A + Diana L. Peterson, the Seller in the above Land Contract, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at 9:13 a.m., this 15th day of August, 2003.

NOTARY PUBLIC
PAULA A. ZAPP
3-16-08
STATE OF WISCONSIN

Paula A Zapp
Notary Public

STATE OF Iowa)
COUNTY OF Clayton)

Before me, a Notary in and for said County and State, Chuck Lawson & Angie Lawson, the Buyer in the above Land Contract, who acknowledged that he/she/they did sign the foregoing instrument and that the same is his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at 5:40 P.M., this 15th day of August, 2003.

DALE A. LINDERBAUM
Commission Number 118015
My Commission Expires
8-16-06

Dale A Linderbaum
Notary Public

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A. **Payment Method**. Chuck and Angie Lawson agree that the monthly payment of Five-Hundred AND Nine Dollars ($509.00) plus One-Twelfth (12th) the annual property tax and Home owners policy premium will be electronically deposited into the following account at Security State Bank in Guttenberg, Iowa.

B. **Account number**: [redacted]

C. **Total Monthly Payment Due**: _____

Buyer: Angela M Lawson Charles Lawson

Witness: Michael Lynn Lawson

Initial: _____

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