Book 2014 Page 2860

Document 2014 2860 Type 04 002 Pages 8
Date 11/13/2014 Time 2:55:52PM
Rec Amt $42.00 Aud Amt $10.00

DOV#387

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

2014R03521

2014R03521
SUE MEYER
CLAYTON COUNTY RECORDER
ELKADER, IA
RECORDED ON
11/04/2014 01:00PM
REC FEE: 52.00
PAGES: 8
STAMP#:

Entered for taxation 14th day
of November A D 2014
Clark Becker, Auditor
By P. Hildebrand Deputy

Clayton County property = $1,147,000.00
Delaware County property = $873,000.00

REAL ESTATE CONTRACT - SHORT FORM

THE IOWA STATE BAR ASSOCIATION
Official Form No. 143
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
AJF - Craig, Wilson & Flickinger, 316 1st Street East, Independence, IA 50644, Phone: (319) 334-6061

Taxpayer Information: (Name and complete address)
Sue A. Ward and Beverly A. Peck, Executors of Loyd Poppe Estate
21586 Old Highway Rd. Epworth Iowa, 52045-8866

Return Document To: (Name and complete address)
David J. Moorman and Holly M. Moorman, 39319 Cedar Avenue, Strawberry Point Iowa, 52076

Grantors:
Loyd E. Poppe Estate

Grantees:
David J. Moorman

Legal description: See Page 2
Document or instrument number of previously recorded documents:

© The Iowa State Bar Association 2013
IOWADOCS®

REAL ESTATE CONTRACT
(SHORT FORM)

IT IS AGREED between Loyd E. Poppe Estate, Susan A. Ward and Beverly A. Pech, executors ("Sellers");

and David J. Moorman ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Delaware and Clayton County, Iowa, described as:
See Exhibit "A"

with any easements and appurtenant servient estates, but subject to the following:

a. any zoning and other ordinances;
b. any covenants of record;
c. any easements of record for public utilities, roads and highways; and
d. (consider: liens; mineral rights; other easements; interest of others.)

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is two million twenty thousand Dollars ($ 2,020,000) of which 25% Dollars ($ 505,000) has been paid. Buyers shall pay the balance to Sellers at or as directed by Sellers, as follows:
25% due August 15, 2014 and the balance due in cash on March 2, 2015.

© The Iowa State Bar Association 2013
IOWADOCS®

2. **INTEREST.** Buyers shall pay interest from _____ on the unpaid balance, at the rate of 0 percent per annum, payable _____. Buyers shall also pay interest at the rate of 5 percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Sellers shall pay:

Real estate taxes prorated to March 2, 2015.

any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract _____. All other special assessments shall be paid by Buyers.

5. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on March 2, 2015, provided Buyers are not in default under this contract. Closing shall be on March 2, 2015.

6. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract _____ and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)

9. **CARE OF PROPERTY.** Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.

10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Court Officer's deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. **REMEDIES OF THE PARTIES.**

a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket

entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

13. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

14. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

15. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

16. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. **RELEASE OF RIGHTS.** Each of the Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

18. **CERTIFICATION**. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: _____ _____
BUYERS

Dated: _____ _____
BUYERS

19. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Delete inappropriate alternatives below. If no deletions are made, the provisions set for the in Paragraph A shall be deemed selected.

(a) Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

(b) ~~The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System~~.

(c) ~~Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that~~ _____
_____.

20. **ADDITIONAL PROVISIONS.**
Sale is subject to Court approval, Clayton County District Court Case No. ESPR006446.

Dated: 8-15-14

Susan A. Ward
Susan A. Ward

David J. Moorman
David J. Moorman

Beverly A. Pech
Beverly A. PechSELLERS

_____
BUYERS

STATE OF Iowa, COUNTY OF Buchanan
This record was acknowledged before me this 15 day of August, 2014,
by David J. Moorman.

Alanson J. Flickinger
Signature of Notary Public

ALANSON J. FLICKINGER
Commission Number 113007
My Commission Expires
December 10, 2016

STATE OF _____, COUNTY OF _____
This record was acknowledged before me this ____ day of _____, _____,
by _____.

_____
Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me this ____ day of _____, _____,
by _____.

_____
Signature of Notary Public

STATE OF IOWA, COUNTY OF CLAYTON
This record was acknowledged before me this 15 day of August, 2014,
by Susan A. Ward
as Executor
of Loyd E. Poppe Estate.

Alanson J. Flickinger
Signature of Notary Public

ALANSON J. FLICKINGER
Commission Number 113007
My Commission Expires
December 10, 2016

STATE OF IOWA, COUNTY OF CLAYTON
This record was acknowledged before me this 15 day of August, 2014,
by Beverly A. Pech
as Executor
of Loyd E. Poppe Estate.

Alanson J. Flickinger
Signature of Notary Public

ALANSON J. FLICKINGER
Commission Number 113007
My Commission Expires
December 10, 2016

Exhibit "A"

Parcel 1.

Lot 1 of the Southeast Quarter of the Southeast Quarter of Section 34 and Lot 1 of the Southwest Quarter of the Southwest Quarter of Section 35, both in Township 91 North, Range 6 West of the 5th P.M., Clayton County, Iowa

AND

Parcel 2014-34 being part of Fractional Northeast Quarter of the Northeast Quarter of Section 3 and Parcel 2014-35 being part of the Fractional Northwest Quarter of the Northwest Quarter of Section 2; both in Township 90 North, Range 6 West of the 5th P.M., Delaware County, Iowa. Per plats recorded in Bk 2014 Page 1471 DSM.

Parcel 2.

The North Fractional one-half of the Northwest Quarter of Section 2 and that part of the Northeast Fractional Quarter of the Northeast Quarter of Section 3 described as commencing at the Northeast corner thereof, and running thence South to the Southeast corner of said Northeast Fractional Quarter of the Northeast Quarter thence West 20 rods, thence Northeasterly to a point seven and twelve one-hundredths rods West of the point of beginning, thence East to the point of beginning; all in Township 90 North Range 6, West of the 5th P.M. except Parcel 2014-34 being a part of the Fractional Northeast Quarter of the Northeast Quarter of Section 3 and parcel 2014-35 being part of the Fractional Northwest Quarter of the Northwest Quarter of Section 2; both in Township 90 North, Range 6 West of the 5th P.M., Delaware County, Iowa. *now known as Parcel 2014-33 per plat recorded in Bk 2014 Page 1471 DSM.

Parcel 3.

The South Half of the Southwest Quarter and the South Thirty-six and one-fourth acres of the North Half of the Southwest Quarter, all in Section Thirty-five, all in Township 91 North, Range 6, West of the 5th P.M., in Clayton County, Iowa; except Lot 1 of the Southwest Quarter of the Southwest Quarter of Section 35, in Township 91 North, Range 6 West of the 5th P.M, Clayton County, Iowa;

Parcel 4.

The Southeast Quarter of the Southeast Quarter of Section 34, Township 91 North, Range 6, West of the 5th P.M., in Clayton County, Iowa; except Lot 1 of the Southeast Quarter of the Southeast Quarter of Section 34, Township 91 North, Range 6 West of the 5th P.M., Clayton County, Iowa