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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Land Contract

Preparer information: *Bruce Rafoth, 2161 270th Ave., Earlville, IA 52041 563-923-4675*

Taxpayer information: *Jesse & Christie Inman, 215 Elizabeth Street, Earlville, IA 52041*

Return Document to: Bruce Rafoth, 2161 270th Ave., Earlville, IA 52041

Grantors:

S&L Associates LTD

Grantees:

Jesse Inman
Christie Inman

Legal Description is located on page: 9

Document or instrument number of previously recorded documents:

LAND CONTRACT
(WITH BALLOON PAYMENT)

THIS AGREEMENT, made at EARLVILLE, IA, in duplicate, each copy of which shall be deemed an original, effective as JULY 1, 2015, by and between S+L ASSOCIATES LTD, whose address is 3161 870th AVE, EARLVILLE, IA, hereinafter referred to as "Seller", and JESSE + CHRISTIE INMAN, whose address is 130 1st ST N. MAYNARD, IA, hereinafter referred to as "Buyer", upon the following terms and conditions. 50655

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 915 ELIZABETH ST. EARLVILLE, IA which is more particularly described as follows: LEGAL ATTACHED

Situated in the City of EARLVILLE, County of DELAWARE, State of IOWA, 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 SIXTY FIVE THOUSAND Dollars ($ 65,000). The purchase price shall be payable as follows:

1. Buyer shall pay to Seller the sum of FIVE THOUSAND*(SEE BELOW) Dollars ($ 5,000) on or before the execution of this Land Contract.
* $2,400 cash, $1168 credit for taxes, $1832 promissory note
2. The unpaid principal balance of the purchase price, SIXTY THOUSAND Dollars ($ 60,000), together with accrued interest on the declining unpaid balance at the rate of 6 percent (6 %) per annum from the date hereof, shall be paid, without demand from the Seller, in consecutive monthly installments of FOUR HUNDRED TWENTY NINE + 86/100 Dollars ($ 429.86), beginning on the 1st day of AUGUST, 2015, and continuing on the same day of each month thereafter, for ONE HUNDRED TWENTY (120) 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, $ 38,482.59, 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.

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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.

C. **Delivery of Possession**. Buyer shall have exclusive possession of the Property commencing JULY 1, 20 15 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 $ 100,000/200,000 and property damage insurance in an amount not less than $ 10,000); 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

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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.

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

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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, fails to pay the lump sum or "balloon" payment when 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/or 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 SIX HUNDRED Dollars ($600.00). 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 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.

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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 on the date set forth above.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

WITNESSES:

S+L ASSOCIATES, BRUCE RAFOTH
Signature printed name

S & L Associates Ltd
Seller Bruce Rafoth Gen Partner
Bruce Rafoth

Signature printed name

Signature printed name

Seller

Signature printed name

JESSE INMAN
Signature printed name

Buyer

Signature printed name

CHRISTIE INMAN
Signature printed name

Christie Inman
Buyer

Signature printed name

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ACKNOWLEDGEMENT

STATE OF Iowa)
COUNTY OF Delaware)

Before me, a Notary in and for said County and State, S+L ASSOCIATES Ltd. Bruce Rafferty Gen. Partner the Seller(s) 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 _____, _____ this 30 day of June, 2015

Elaine Mary Diesburg
Notary Public

ELAINE MARY DIESBURG
Commission Number 177512
My Commission Expires
1-9-2016

STATE OF Iowa)
COUNTY OF Delaware)

Before me, a Notary in and for said County and State, JESSE & CHRISTIE INMAN, the Buyer(s) 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 _____, _____ this 30 day of June, 2015.

Elaine Mary Diesburg
Notary Public

ELAINE MARY DIESBURG
Commission Number 177512
My Commission Expires
1-9-2016

Initial: JI CI

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STATE OF IOWA Delaware COUNTY, SS:

ON this 1 day of July, ~~19~~ 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bruce Rafoth, to me known to be the person who executed the foregoing instrument in behalf of S+L Associates ~~LLC~~ LTD, and acknowledged that (he) (she) executed the same as the voluntary act and deed of said S+L Associates ~~LLC~~ LTD.

Linda Harvey

(SEAL)

Iowa Notarial Seal
LINDA HARVEY
Clerk of District Court-Designee

Notary Public in and for Iowa.

PHOTOID

EXHIBIT "A"

Legal Description Appears Below

The West one-half (W 1/2) of Lot One (1), Earl's North Addition to Earlville, Iowa, formerly Nottingham, Iowa, according to plat recorded in Book 10 L.D., Page 409, except the North one hundred four (104) feet thereof.

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