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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

REAL ESTATE CONTRACT-INSTALLMENTS
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)
Brian C. Eddy of Roberts & Eddy, P.C., 2349 Jamestown Ave. Suite 4, Independence, IA 50644, (319) 334-3704

Address Tax Statements To:
Shane Beatty, 1771 Golf Course Blvd, Lot 6, Independence, IA 50644

Return Document To:
Brian C. Eddy of Roberts & Eddy, P.C., 2349 Jamestown Ave. Suite 4, Independence, IA 50644

Grantors:
Jason LeGassick
Jodi LeGassick
Travis Smock
Shane Beatty
Molly Beatty

Grantees:
Doug Hogan

Legal Description: See Page 2

Document or instrument number of previously recorded documents: _____

IT IS AGREED this 15th day of May, 2020, by and between Jason LeGassick and Jodi LeGassick, husband and wife, Travis Smock, a single person, Shane Beatty and Molly Beatty, husband and wife, of the County Buchanan, State of Iowa, Sellers; and Doug Hogan, a married person, of the County of Delaware, State of Iowa, Buyers;

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to purchase the following described real estate situated in the County of Delaware, State of Iowa, to-wit:

Lot 3 of McIntosh Second Addition, a Subdivision of part of the NW 1/4 of the NW 1/4 of Section Thirty-Three (33), Township 89 North, Range 5, West of the 5th P.M., Manchester, Iowa, (commonly known as: 131 Woodland Dr., Manchester, IA 52057)

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, upon the terms and conditions following:

1. **TOTAL PURCHASE PRICE.** The Buyers agree to pay for said property the total of **$80,000.00** due and payable at 1771 Golf Course Blvd. Lot 6, Independence, IA 50644, as follows:

a) **DOWN PAYMENT** of $10,000.00; and

b) **BALANCE OF PURCHASE PRICE.** $70,000.00 as follows: $70,000.00 amortized over 7 years and accruing interest at the rate of 5.35% per year, commencing May 15, 2020. The monthly principal and interest payments shall be $1,000.93 per month. The first payment shall be due June 15, 2020 and payments shall be due on the 15th of each month thereafter.

c) **In addition to the monthly principal and interest payments described in section 1(a) above, Buyers shall also remit payment to Sellers in the amounts of $160.17 per month for estimated real estate taxes pursuant to Section 3 below, and $99.66 per month for estimated insurance premiums pursuant to Section 6 below. Said payments shall be paid by the 15th of each month, commencing June 15, 2020. The total monthly payment obligation for the principal, interest, taxes and insurance shall be $1,260.76. If the insurance or property taxes increase, Sellers will provide Buyers with notice of the amount of the increase and Buyers agree to pay said increases.**

d) Acceptance by Sellers of a partial payment of the total monthly amount due as described in sections 1(b) and (c) above shall not constitute a waiver of payment of the full amounts due. Buyers agree that any partial payment shall be applied in successive order to the amounts owed as follows: 1) interest accrued; 2) outstanding principal; 3) insurance premiums; and 4) real estate taxes.

2. **POSSESSION.** Buyers, upon execution of this Agreement and delivery of the down payment, shall be entitled to possession of the premises and thereafter so long as they shall perform

the obligations of this contract.

3. **TAXES. The property taxes for the 2019 – 2020 fiscal year (payable ½ September 2020 and ½ March 2021) are estimated at $1,922, of which approximately $961.00 is due by September 1, 2020 and approximately $961.00 is due by March 1, 2021.** So long as Buyers fulfill this contract, Sellers shall pay for all taxes prorated to the date of possession. Buyers shall be responsible for any taxes not assumed by Sellers and for taxes due in all subsequent years. To ensure that the taxes are not delinquent, Buyers agree to remit estimated tax payments to Sellers to be held in escrow by Sellers. Buyers shall make monthly payments to Sellers in the amount of $160.17, commencing **June 15, 2020**. Sellers will then use the escrowed taxes to make the tax payments due September 2020, March 2021, September 2021, March 2022, September 2022, March 2023, September 2023, March 2024, September 2024, March 2025, September 2025, March 2026, September 2026 and March 2027. When Sellers receive the new tax bill each year, Buyers agree to remit the adjusted monthly estimated tax amount. Upon Buyers paying off the Purchase Price, Buyers shall receive a credit for Buyers' prorated share of taxes Sellers have escrowed for future tax years, including any overage due to the Buyer. In the event Buyers do not fulfill this contract, Sellers shall retain all of the escrowed tax payments made by Buyer.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay the special assessments against this property. Buyers, except as above stated, shall pay all subsequent special assessments and charges, before they become delinquent.

5. **MORTGAGE.** Sellers represent and warrant that no mortgage or encumbrance of a similar nature is in place against said property, and Sellers agree to refrain from placing a mortgage or encumbrance against the property.

6. **INSURANCE.** Except as may be otherwise included in the last sentence of paragraph 1(b) above, Buyers as and from said date of possession, shall constantly keep in force insurance against loss by fire, tornado and other hazards, casualties and contingencies as Sellers may reasonably require on all buildings and improvements, now on or hereafter placed on said premises and any personal property which may be the subject of this contract. Sellers agrees to procure and remit payment for said insurance, and Buyer agrees to make monthly payments to Seller for the cost of said insurance as provided for in Section 1(c) above. Buyer's payment of insurance premiums to Seller shall be treated as an escrow account and any necessary adjustment for the actual cost of the insurance premiums paid to the amount escrowed will be accounted for at the time Buyer satisfies this contract. Seller shall procure and remit payment for the insurance in an amount not less than the full insurable value of such improvements and personal property or not less than the unpaid purchase price herein whichever amount is smaller with such insurance payable to Sellers and Buyers as their interests may appear. Sellers' interest shall be protected in accordance with a standard or union-type loss payable clause. BUYERS SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLERS for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair the loss if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

7. **CARE OF PROPERTY.** Buyers shall take good care of this property; shall keep the

buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Buyers may make any material alteration in said premises so long as the alterations meet required building codes and said work is performed in a professional workmanlike manner. Buyers shall not use or permit said premises to be used for any illegal purpose.

8. **LIENS.** No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.

9. **ADVANCEMENT BY SELLERS.** If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Seller may, but need not, pay such taxes. special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Sellers, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements, see paragraph 5 above.)

10. **JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE.** If and only if, the Sellers immediately preceding this sale, hold the title to the above described property in joint tenancy, and such joint tenancy has not later been destroyed by operation of law or by acts of the Sellers, this sale shall not constitute such destruction and the proceeds of this contract, and any continuing and/or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller (or Sellers) and to accept deed solely from him or them consistent with paragraph 14 below unless and except this paragraph is stricken from this agreement.

11. **SELLERS.** Spouse, if not titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of the contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

12. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. Failure to promptly assert rights of Sellers herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

13. **EXCEPTIONS TO WARRANTIES OF TITLE.** The warranties of title in any Deed made pursuant to this contract (See paragraph 14) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) As limited by paragraphs 1, 2, 3 and 4 of this contract; (e) Sellers shall give Special Warranty as to the period after equitable title passes to Buyers; (f) Spouse if not titleholder, need not join in any warranties of the deed unless otherwise stipulated.

14. **DEED AND ABSTRACT, BILL OF SALE.** If all said sums of money and interest are

paid to Sellers during the life of this contract, and all other agreements for performance by Buyers have been complied with, Sellers will execute and deliver to Buyers a Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract and Sellers will at that time deliver to Buyers an abstract showing merchantable title, in conformity with this contract. Such abstract shall begin with the government patent (unless pursuant to the Iowa State Bar Association title standards there is a lesser requirement as to period of abstracting) to said premises and shall show title thereto in Sellers as of the date of this contract; or as of such earlier date if and as designated in the next sentence. Sellers shall also pay the cost of any abstracting due to any act or change in the personal affairs of Sellers resulting in a change of title by operation of law or otherwise.

15. **APPROVAL OF ABSTRACT.** Buyers have not examined the abstract of title to this property. Sellers agree to update the abstract at Sellers' expense one time prior to delivery of the Warranty Deed to Buyers.

16. **FORFEITURE.** 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 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 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 a lease, and may accordingly be ousted and removed as such as provided by law.

17. **FORECLOSURE AND REDEMPTION.** 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 successor 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.

18. **ATTORNEY'S FEES.** In any action or proceedings relating to this Agreement, the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

19. **INTEREST ON DELINQUENT AMOUNTS.** Either party will pay interest at eighteen percent (18%) per year to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.

20. **ASSIGNMENT.** In case of the assignment of this contract by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract.

21. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such personality shall be considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereto against all such personal property.

22. **CONSTRUCTION.** Words and phrases herein, including acknowledgments hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. See paragraph 11 above, for construction of the word "Sellers."

23. **RELEASE OF RIGHTS.** Each of the Sellers 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.

24. **LEAD-BASED PAINT NOTICE.** If applicable, see attached Disclosure of Information

on Lead-Based Paint and/or Lead-Based Paint Hazard.

25. **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.

26. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** 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.

27. **SPECIAL PROVISIONS.**

(a) The real estate is sold "AS IS" without any representations of warranties.

(b) Buyers shall name Sellers as "additional insured / loss payees" on the insurance certificate insuring the real estate, and shall provide Sellers with a copy of the Certificate of Insurance on or before date of possession. Buyer shall provide Sellers with proof of insurance annually.

(c) Buyer may prepay the balance on this contract at any time without penalty.

(d) Sellers shall pay all closing fees, document drafting fees, recording fees and the cost to update the abstract prior to issuing the Warranty Deed.

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:
May 15, 2020

Doug Hogan, Buyer

Executed in duplicate or triplicate

SELLERS

Jason LeGassick

Shane Beatty

Jodi LeGassick

Molly Beatty

Travis Smock

BUYERS

Doug Hogan

STATE OF IOWA, COUNTY OF Buchanan

This instrument was acknowledged before me on May 18, 2020, by Jason LeGassick.

BRIAN C. EDDY
Commission Number 737709
My Commission Expires
November 16, 2020

Signature of Notary Public

STATE OF IOWA, COUNTY OF Buchanan

This instrument was acknowledged before me on May 18, 2020, by Jodi LeGassick.

BRIAN C. EDDY
Commission Number 737709
My Commission Expires
November 16, 2020

Signature of Notary Public

STATE OF IOWA, COUNTY OF Buchanan

This instrument was acknowledged before me on May 15th, 2020, by Travis Smock.

MARISSA BENISCHEK
Notarial Seal - Iowa
Commission Number 817793
My Commission Expires Jul 5, 2022

Signature of Notary Public

STATE OF IOWA, COUNTY OF Buchanan

This instrument was acknowledged before me on May 15, 2020, by Shane Beatty.

SAMANTHA STELTER
Notarial Seal - Iowa
Commission # 751282
My Commission Expires 2/20/23

Signature of Notary Public

STATE OF IOWA, COUNTY OF Buchanan

This instrument was acknowledged before me on May 15, 2020, by ~~Molly Beatty~~.

SAMANTHA STELTER
Notarial Seal - Iowa
Commission # 751282
My Commission Expires 2/20/23

Signature of Notary Public

STATE OF IOWA, COUNTY OF Buchanan

This instrument was acknowledged before me on May 15, 2020, by Doug Hogan.

SAMANTHA STELTER
Notarial Seal - Iowa
Commission # 751282
My Commission Expires 2/20/23

Signature of Notary Public