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Document 2022 3822 Type 04 002 Pages 10
Date 12/30/2022 Time 3:30:14PM
Rec Amt $52.00 Aud Amt $5.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

REAL ESTATE CONTRACT
(SHORT FORM)
Recorder's Cover Sheet

Preparer Information: John M Carr, 117 S Franklin Street, PO Box 333, Manchester, IA 52057, Phone: 563-927-4164

Taxpayer Information: Barbara J. Bacon, 433 North Cedar St. Apt. 4, Monticello, IA 52310 and Cathy S. Harris, PO Box 215, Hopkinton, IA 52237

Return Document To: John M Carr, 117 S Franklin Street, PO Box 333, Manchester, IA 52057

Grantor: Mary A. Helle, 308 3rd St. SW, PO Box 7, Hopkinton, IA 52237

Grantees: Barbara J. Bacon and Cathy S. Harris

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

REAL ESTATE CONTRACT
(SHORT FORM)

IT IS AGREED between Mary A. Helle, A single person ("Sellers"); and Barbara J. Bacon and Cathy S. Harris ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Delaware County, Iowa, described as: The West 26 feet of Lot 15 in Public Square Addition to the Town of Hopkinton, Delaware County, Iowa

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. There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.
2. **PRICE.** The total purchase price for the Real Estate is Twenty-Eight Thousand Three Hundred and 0/100 Dollars ($28,300.00) of which _____ Dollars ($_____) has been paid. Buyers shall pay the balance to Sellers at _____ or as directed by Sellers, as follows: $1,650.83 on June 1, 2023 and $1,650.83 on the 1st day of September, December and March each year until March 1, 2027 when the entire unpaid balance together with interest accrued shall be paid in full.

   See additional provisions attached hereto.

3. **INTEREST.** Buyers shall pay interest from _____ on the unpaid balance, at the rate of _____ percent per annum, payable _____. Buyers shall also pay interest at the rate of _____ 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.
4. **REAL ESTATE TAXES.** Sellers shall pay Current and prorated taxes to December 31, 2022 and 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.
5. **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.
6. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on December 31, 2022, provided Buyers are not in default under this contract. Closing shall be on December 31, 2022.
7. **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.

8. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through _____, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in 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.
9. **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.) _____
10. **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.
11. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Warranty 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.
12. **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.

13. **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.
14. **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.
15. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.
16. **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.
17. **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.
18. **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.
19. **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: 12-30-22

Barbara J. Bacon, Buyer

Cathy S. Harris , Buyer

20. **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.

21. **ADDITIONAL PROVISIONS.** See attached Additional Provisions

Dated: 12-30-22.

Mary A. Helle, Seller

Dated: 12-30-22.

Barbara J. Bacon, Buyer

Dated: 12-30-22.

Cathy S. Harris, Buyer

INDIVIDUAL NOTARY

STATE OF IOWA, COUNTY OF Delaware

This record was acknowledged before me on December 30, 2022, by Mary A. Helle.

JOHN M. CARR
Commission Number 192855
My Commission Expires
October 7, 2024

Signature of Notary Public

STATE OF IOWA, COUNTY OF Delaware

This record was acknowledged before me on December 30, 2022, by Barbara J. Bacon.

JOHN M. CARR
Commission Number 192855
My Commission Expires
October 7, 2024

Signature of Notary Public

STATE OF IOWA, COUNTY OF Delaware

This record was acknowledged before me on December 30, 2022, by Cathy S. Harris

Signature of Notary Public

JOHN M. CARR
Commission Number 192855
My Commission Expires
October 7, 2024

Additional Provisions

- Sale price of $60,000 over 4 years; $15,000 a year with payments of $3,750 to be made quarterly starting June 2023 and every 3 months thereafter, with due date being the first day of the month due. As part of the $60,000 sale price, seller will present to the Delaware County Leader a check dated December 31, 2022 in the amount of $5,000. The $5,000 will be listed as a tangible asset in the Allocation of Purchase Price listed below.
- With regards to other proposed sale provisions from Strittmatter 12/5 document:
    a. Sale effective December 31, 2022. Ownership transfers at midnight CST, December 31, 2022
    b. The last printing expense for seller will be for December 27 issue
    c. Utilities would be read as December 31, 2022
        i. All expenses related to the business for goods/services incurred prior to 1/1/2023 will be paid by seller; this applies to bills received after December 31, 2022 if the bill is for expenses incurred prior to 1/1/23. All utilities, including internet services, phone landline, heating, electric and sanitation, will be transferred to the new owner at 12/31/2022.
    d. With regard to specific tangible assets on the premises:
        i. Seller reserves the right to sort through and retain or dispose of any personal or business-related financial information, personal documents, pictures, letters, magazines, materials and inventory paid with business funds prior to the official sale. This also includes cash on hand at the property as well as all funds in the Leader Publications bank account. The parties acknowledge a list of specific furniture items and documents she will retain, above and beyond items listed in buyers' proposal. The owner and/or her representatives will work to remove reserved materials, equipment, furniture, etc. by January 31, 2023.
    e. Telephone - covered under item c. Utilities above.
    f. Regarding Accounts Receivable as of December 31, 2022:
        i. All Receivables for goods/services earned prior to 1/1/2023, outstanding revenue, is 100% the sellers, regardless of when payment is received. Sellers are assuming responsibility for paying expenses whose invoices will be received after the end of the year (item c above); the same shall apply to the receivables/revenue.
    g. Sellers will have no future obligations or ties to the business after the official sale, with exceptions noted below. This includes submitting a Tradewinds column. Exceptions:
        i. Seller will prepare and submit all required reporting necessary for completion of the fiscal year. This includes Income Tax Return for the business for 2022, and the Quarterly Report to the IRS, Workmen's Comp and State of Iowa, and 1099 forms for independent contractors. The Workmen's Comp includes the required payment for Social Security and Medicare for employee Cathy Harris

ii. In order to satisfy the reporting, seller needs access to the physical computer that is remaining on site in order to retrieve accounts receivable and subscription income for tax return purposes. Seller will retrieve this information personally, which will require her to be on the premises for the duration required for this effort.

- If seller dies prior to end of contract obligation, remaining payments will be made to the estate of Mary Helle.
- If new owners declare bankruptcy prior to end of contract obligation, remaining payments must be paid from proceeds of bankruptcy.
- Allocation of sale/purchase of $60,000 price for tax purposes:

Tangible Property – Total $37,300:
Building - $28,300
Computers/SW, printers, misc electronics - $2,500
Furniture/other property - $1,500
Cash - $5,000
Intangibles: Subscriptions, Advertising & Legal - $15,000
Goodwill/Going Concern - $7,700

Also being sold on contract (in addition to the building) are the items listed above. The total quarterly payment for all items (including the building) shall be $3,750.00. No partial payment allocated to any one component is allowed. Default occurs for all items in the event full payment is not made.

If interest is ever found to be required to be paid, said interest shall be considered a gift from sellers to buyers.