

CONSIDERATION \$85,000

BK: 2022 PG: 1023
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Pages 7
County Recording Fee: \$42.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$45.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

REAL ESTATE CONTRACT-INSTALLMENTS

Preparer Information:

Bryan M. Loya
Wilson & Egge, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:

D & D Construction of Iowa, Inc.
414 Wilson Street, Suite 101
Van Meter, Iowa 50261

Return Document To:

Wilson & Egge, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263

Grantor:

D & D Construction of Iowa, Inc.
a/k/a D&D Construction of Iowa, Inc.

Grantee:

AJH Holdings 2, LLC

Legal Description: See Page 2.

Document or instrument number of previously recorded documents: N/A

REAL ESTATE CONTRACT-INSTALLMENTS

IT IS AGREED this 6 day of April, 2022, by and between D & D Construction of Iowa, Inc., a/k/a D&D Construction of Iowa, Inc., an Iowa corporation ("Seller") and AJH Holdings 2, LLC, an Iowa limited liability company ("Buyer") (individually a "party" and collectively "parties").

That the Seller, as in this contract provided, agrees to sell to the Buyer, and the Buyer in consideration of the Property, hereby agrees with the Seller to purchase the following described real estate situated in the County of Madison, State of Iowa, to-wit:

Lot Six (6) and the West Eight (8) Feet of Lot Five (5) in Block One (1) of Hull's Addition to the Town of Truro, Madison County, Iowa,

Locally known as: 150 Center West, Truro, Iowa,

("Property"), together with any easements and servient estates appurtenant thereto, but subject to: (a) any zoning and other ordinances; (b) any covenants of record; (c) any easements of record for public utilities, roads and highways, (d) such reservations and exceptions of title as may be below stated, and (e) certain personal property, if and as may be herein described, upon the terms and conditions following:

1. TOTAL PURCHASE PRICE. The Buyer agrees to pay for said property the total of \$85,000.00 due and payable to Seller at 414 Wilson Street, Suite 101, Van Meter IA 50261, or as otherwise directed by Seller, as follows:

(a) TOTAL DOWN PAYMENT of \$8,500.00, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED and is non-refundable.

(b) BALANCE OF PURCHASE PRICE of \$76,500.00 as follows:

Monthly principal and interest payments of \$422.44, amortized at 5.25% APR commencing on May 1, 2022 and due thereafter on the 1st of each and every month until September 1, 2022 at which time the full remaining principal balance shall be due and payable hereunder. **In addition to the monthly principal interest payments, Buyer shall pay to Seller one-twelfth (1/12th) of the annual taxes and one-twelfth (1/12th) of the annual insurance premium. Taxes and insurance payable hereunder are subject to change.**

(c) The outstanding balance may be prepaid at any time without penalty or premium.

(d) Upon full satisfaction of this contract, a deed in fulfillment will be delivered to Buyer.

2. POSSESSION. Buyer, concurrently with due performance on its part, shall be entitled to possession of said Property upon closing, and thereafter, so long as it performs the obligations of this contract.

3. TAXES. Seller shall be responsible for the payment of all real estate taxes accruing through the date of this agreement. Buyer shall be responsible for all real estate taxes accruing from and after the date of this Agreement. Real estate taxes applicable to the Property which are not delinquent as of the date of this agreement and which Seller is responsible to pay under the terms hereof, shall be credited against the purchase price at closing. Any such credit shall be based upon the most recent assessed value according to the Madison County Assessor's records. Buyer shall pay to Seller 1/12 of such taxes each month starting with May of 2022 based on the most recent assessed value according to the Madison County

Assessor's records. The parties acknowledge that such amounts only approximate the correct accrual of real estate taxes and either party may request a true up and credit or debit of the final payment if such amounts have been underpaid or overpaid using this method. Said tax installments shall be held in escrow by Seller. Seller shall be responsible for paying such taxes from escrow, whether directly or indirectly, before they become delinquent.

4. SPECIAL ASSESSMENTS. Seller shall be responsible for the payment of all special assessments which have been levied or certified prior to the date of this agreement. Buyer shall pay all subsequent special assessments and charges.

5. MORTGAGE. Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Seller so as not to prejudice the Buyer's equity herein. Should Seller fail to pay, Buyer may pay any such sums in default and shall receive credit on this contract for such sums so paid. MORTGAGE BY SELLER. Seller shall not at any time mortgage their right, title or interest in such Property, or renew or extend any existing mortgage. DEED FOR BUYER SUBJECT TO MORTGAGE. If Buyer has reduced the balance of this contract to the amount of any existing mortgage balance on said Property, it may at its option, assume and agree to pay said mortgage according to its terms, and subject to such mortgage, shall receive a deed to said Property; or Seller, at their option, any time before Buyer has made such a mortgage commitment, may reduce or pay off such mortgage. ALLOCATED PAYMENTS. Buyer, in the event of acquiring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said Property, reserves the right, if reasonably necessary for its protection to divide or allocate the payments to the interested parties as their interests may appear. SELLER AS TRUSTEE. Seller agrees that they will collect no money hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the encumbrance on the interest of Seller or their assigns in said real estate; and if Seller shall hereafter collect or receive any moneys hereunder beyond such amount, said funds shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyer for the use and benefit of the Buyer. Notwithstanding the foregoing, any mortgage escrow refund from Seller's current mortgagee or future mortgagee is Seller's sole and absolute property and Buyer disclaims any interest therein.

Buyer shall be permitted to mortgage its equitable interest in the Property without Seller's written consent, and, in such event, Seller agrees to reasonably cooperate with Buyer and Buyer's lender in doing so.

6. INSURANCE. Seller is responsible to maintain insurance and risk of loss insurance upon the Property, pursuant to the agreement with Seller's lender, at all times. Buyer shall pay 1/12th of the annual insurance premium in combination with the monthly installment payment as noted in Section 1 above. Said insurance premium installments shall be held in escrow by Seller. Seller shall be responsible for paying such insurance premiums from escrow before they become delinquent. Until full payment of the purchase price, Seller shall keep the improvements on the Property, and any personal property which may be the subject of this contract, insured against loss by fire, tornado, and extended coverage for a sum not less than 100 percent of full insurable value payable to the Seller and Buyer as their interests may appear. Seller shall provide Buyer with evidence of such insurance to be effective and in full force and effect from and after closing, and shall name Buyer as an additional insured on all such policies. SELLER SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH BUYER 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 Seller to replace or repair the loss if the proceeds are adequate; if the proceeds are not adequate, 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. Buyer shall take good care of the Property; shall keep the

buildings and other improvements now or hereafter placed on the said Property in good and reasonable repair. Buyer shall be responsible for all maintenance, including but not limited to, plumbing and HVAC. Buyer may make any material alteration(s) to said Property without the written consent of the Seller. Buyer shall not use or permit said Property to be used for any illegal purpose.

8. ADVANCEMENT BY SELLER. If Buyer fails 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 Seller, be added to the principal amount due hereunder and so secured. Under either option of Seller, such act shall also be an event of default.

9. JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE. If and only if, the Seller immediately preceding this sale, holds 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 Seller, this sale shall not constitute such destruction and the proceeds of this contract, and any continuing and/or recaptured rights of Seller in said real estate, shall be and continue in Seller as joint tenants with rights of survivorship and not as tenants in common. Buyer, in the event of the death of one of such joint tenants, agrees 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 this contract.

10. JOINDER BY SELLER'S SPOUSE. 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 this 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.

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

12. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any deed made pursuant to this contract (See paragraph 13) 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) Seller shall give special warranty as to the period after equitable title passes to Buyer; (f) spouse if not titleholder, need not join in any warranties of the deed unless otherwise stipulated.

13. DEED AND ABSTRACT, BILL OF SALE. If all said sums of money and interest are paid to Seller during the life of this contract, and all other agreements for performance by Buyer have been complied with, Seller will execute and deliver to Buyer a Warranty Deed conveying said Property in fee simple pursuant to and in conformity with this contract, and Seller will deliver to Buyer an abstract showing merchantable title, in conformity with this contract, Iowa Law and the Title Standards of the Iowa State Bar Association, as of the date of 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 Property 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. The abstract shall become the property of the Buyer when the purchase price is paid in full.

14. APPROVAL OF TITLE. Buyer has reviewed title prior to entering into this contract and has approved the same.

15. FORECLOSURE AND REDEMPTION. If Buyer fails to timely perform this contract, Seller, 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 at all parties concerned, and such receiver shall be liable to account to Buyer only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure end 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 Seller, in such action files an election to waive any deficiency judgment against Buyer 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 Buyer, 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) Seller in such action files an election to waive any deficiency judgment against Buyer or its successors in interest in such action. If the redemption period is so reduced, Buyer, or its 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 Buyer 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.

Alternatively, in the event of default by Buyer, Seller may choose to exercise rights of forfeiture pursuant to Iowa Code chapter 656, which is hereby incorporated by reference. It is expressly agreed that the property involved herein is not "agricultural property" nor "suitable for use in farming" as those phrases appear in the Iowa Code.

16. ATTORNEY'S FEES. In case of any action, or in any proceedings in any Court, by either Buyer or Seller to enforce the terms of this contract, the defaulting party agrees to pay reasonable attorneys' fees and costs to the non-defaulting party.

17. ASSIGNMENT. This contract shall be due and payable in full upon sale by the Buyer. Buyer shall not assign this contract or any rights acquired hereunder without the written consent of the Seller. Any attempt to do so shall be void ab initio.

18. 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 personalty shall be considered indivisible with the real estate above described, and any such termination of Buyer's rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereof against all such personal property.

19. 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 10 above, for construction of the word "Sellers."

20. **RELEASE OF RIGHTS.** 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, as applicable.

21. **LEAD-BASED PAINT NOTICE.** If applicable, see attached Disclosure of Information on Lead-Based and/or Lead-Based Paint Hazards.

22. **CERTIFICATION.** Buyer and Seller 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.

23. **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 is no known private sewage disposal systems on the Property.

24. **SPECIAL PROVISIONS.**

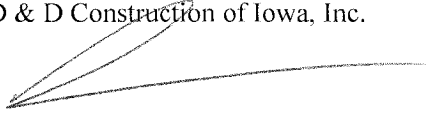
- a. **WAIVER.** Any waiver of any of the terms and/or conditions of this Agreement by any party shall not be construed to be a general waiver of such terms and/or conditions by such party, and such party shall be free to reinstate any such terms and/or conditions, with or without notice to the other parties.
- b. **SELLER DEFAULT.** In the event of a default or material breach of this contract by Seller, Buyer shall be entitled to utilize any and all remedies or actions at law or in equity available to it, including, but not limited to, the remedy of specific performance.
- c. **BUYER DEFAULT.** In the event of a default or material breach of this contract by Buyer, Seller shall in addition to all remedies expressly provided in this contract be entitled to utilize any and all remedies or actions at law or in equity available to it, including, but not limited to the remedy of specific performance.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE]

SELLER:

D & D Construction of Iowa, Inc.



By: Paul Scieszinski, President

BUYER:

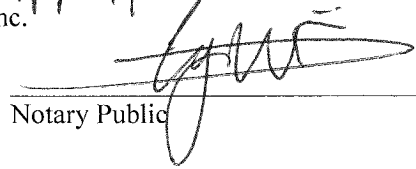
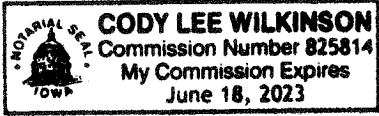
AJH Holdings 2, LLC



By: Viki Stodden, Manager

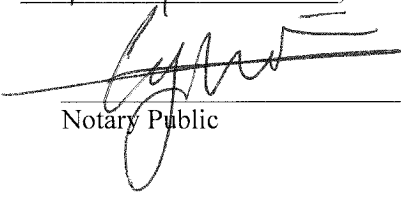
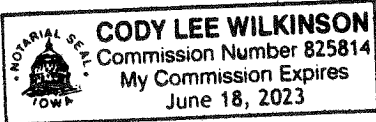
STATE OF IOWA, COUNTY OF Polk

This record was acknowledged before me on April 6th, 2022, by Paul Scieszinski, President of D & D Construction of Iowa, Inc.


Notary Public

STATE OF IOWA, COUNTY OF Polk

This record was acknowledged before me on April 6th, 2022, by Viki Stodden, Manager of AJH Holdings 2, LLC.


Notary Public