

BK: 2023 PG: 205  
Recorded: 2/6/2023 at 12:48:15.0 PM  
Pages 9  
County Recording Fee: \$52.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$55.00  
Revenue Tax:  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

**CONSIDERATION \$450,000**

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

**Preparer Information:** David L Wetsch, 699 Walnut Street, Suite 1600, Des Moines, IA 50309  
Phone: 515-246-4555

**Taxpayer Information:** Charles C. Diehl, Jr. and Lacey J. Jensen, 2788 State Hwy 92, Winterset,  
IA 50273

**Return Document To:** David L Wetsch, 699 Walnut Street, Suite 1600, Des Moines, IA 50309

**Grantors:** Jerry DuBois

**Grantees:** Charles C. Diehl, Jr., and Lacey J. Jensen

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**  
BOOK 2012 PAGE 2601



**REAL ESTATE CONTRACT  
(SHORT FORM)**

**IT IS AGREED** between **Jerry DuBois**, a single individual ("Seller"); and **Charles C. Diehl, Jr., and Lacey J. Jensen**, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common ("Buyers").

Seller agrees to sell and Buyers agree to buy real estate in Madison County, Iowa, described as:

A parcel of land described as commencing at the Southeast corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-five (25), in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa; thence S0°00' 99.2 feet; thence North 89°05' West 40.0 feet to the point of beginning; thence North 0°00' 415.6 feet to the south right-of-way line of Iowa Highway No. 92; thence North 88°25' West 811.1 feet; thence South 0°00' 425.0 feet; thence South 89°05' East 810.9 feet to the point of beginning, containing 7.823 Acres;

Locally known as 2788 State Hwy 92, Winterset, IA 50273.

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.

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 **Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00)** of which **Twenty-five Thousand and 00/100 Dollars (\$25,000.00)** has been paid. Buyers shall pay the balance to Seller at **232 6<sup>th</sup> Street, West Des Moines, IA 50265** or as directed by Seller, as follows:  
**\$1,679.26 per month, including interest, commencing October 1, 2022, and continuing on the 1st day of each month thereafter until October 1, 2032, at which time all remaining principal and interest due and owing under this Contract shall be paid in full.**
2. **INTEREST.** Buyers shall pay interest from September 1, 2022 on the unpaid balance, at the rate of **2.5 percent** per annum, payable monthly. Buyers shall also pay interest at the rate of 8% per annum on all delinquent amounts and any sum reasonably advanced by Seller to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Seller shall pay the September 2022 tax installment, the March 2023 tax installment, and 1/3 of the September 2023 tax installment as such installments accrue, 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.
4. **SPECIAL ASSESSMENTS.** Seller 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.** Seller shall give Buyers possession of the Real Estate on September 1, 2022, provided Buyers are not in default under this contract. Closing shall be on September 1, 2022.
6. **INSURANCE.** Seller shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Seller 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 Seller and Buyers as their interests may appear. Buyers shall provide Seller with evidence of such insurance.
7. **ABSTRACT AND TITLE.** Seller, at its 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 Seller 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. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller 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 Seller.

10. **DEED.** Upon payment of purchase price, Seller 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.

**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 Seller fails 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 Seller, immediately preceding this contract, holds 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 Seller, then the proceeds of this sale, and any continuing or recaptured rights of Seller 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 Seller a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Seller.
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 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.
18. **CERTIFICATION.** Buyers 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.

**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: 8-29-22

  
Charles C. Diehl, Jr. (Buyer)

  
Lacey J. Jensen (Buyer)

19. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Seller represents and warrants to Buyers that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

**ADDITIONAL PROVISIONS.**

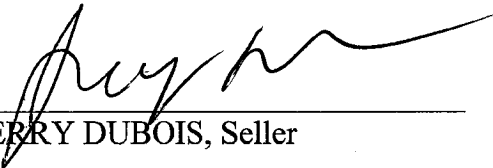
20. Buyers are purchasing property in its existing condition. Buyers acknowledge that they have made a satisfactory inspection of the property. Seller is selling the property in "as is" condition with no warranties of any kind except as to title. Buyers also acknowledge receipt of the executed Seller Condition Disclosure Statement.
21. This Real Estate Contract, at the election of Seller, shall become due and payable in full in the event the Buyers convey any interest in the subject property without the prior written consent of Seller.
22. **Buyers shall not have the right to prepay this Contract in full or in part without the prior written consent of Seller.**
23. In the event Buyers default in the terms and conditions of this Contract, and as a result thereof Seller is required to continue the abstract for purposes of preparing a Notice of Forfeiture, as a condition precedent to the reinstatement of the Real Estate Contract, Buyers shall also be required to pay to Seller the actual expenses Seller incurs in continuing the abstract.
24. All payments due under this Contract shall be paid as specified in paragraph 1 above. If any payment is not received by the Seller within 5 days after that date, the Buyers shall be obligated to pay to the Seller a late payment penalty of \$75.00.
25. Seller reserves the exclusive use of the approximate 12,000 square foot building located on the subject property for a period of ten years from and after the date of closing, together with an ingress/egress easement to access such building. Buyers agree to keep the driveway providing access to the building free and clear of all obstructions, including snow, during such ten-year period. Buyers acknowledge that Seller has provided Buyers with a significantly reduced contract interest rate in exchange for the use and enjoyment of said building during the ten-year period provided.

You MUST explain any "YES" response(s) above. Use the back of this statement or additional sheets as necessary. If reports are attached, identify the reports and the questions to which they pertain.

Seller(s) discloses the information regarding this property based on information known or reasonably available to the Seller(s). The Seller(s) has owned the property since **August 2, 2007**. The Seller(s) certifies that as of the date signed this information is true and accurate to the best of my/our knowledge.

Seller(s) acknowledges requirement that Buyer(s) be provided with the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.

SELLERS:

  
\_\_\_\_\_  
JERRY DUBOIS, Seller

Date: 8-30-22

BUYERS' ACKNOWLEDGEMENT:

Buyer(s) acknowledges receipt of a copy of this Disclosure Statement. This Disclosure Statement is not intended to be a warranty or to substitute for any inspection the Buyer(s) may wish to obtain.

Buyer(s) acknowledges receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.

  
\_\_\_\_\_  
CHARLES C. DIEHL, JR., Buyer

  
\_\_\_\_\_  
LACEY J. JENSEN, Buyer

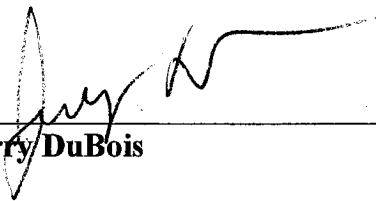
Date: 8-29-22



Dated: 8/30, 2022

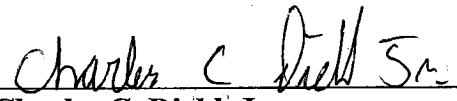
**SELLER:**

**JERRY DUBOIS**

  
\_\_\_\_\_  
Jerry DuBois

**BUYERS:**

**CHARLES C. DIEHL, JR.  
LACEY J. JENSEN**

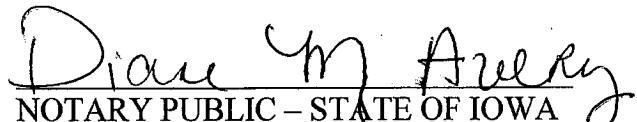
  
\_\_\_\_\_  
Charles C. Diehl, Jr.

  
\_\_\_\_\_  
Lacey J. Jensen

STATE OF IOWA            )  
  )SS  
COUNTY OF Madison

This record acknowledged before me this 30 day of August, 2022, by Charles C. Diehl, Jr., and Lacey J. Jensen, husband and wife.



  
\_\_\_\_\_  
NOTARY PUBLIC - STATE OF IOWA

STATE OF IOWA            )  
  )SS  
COUNTY OF POLK        )

This record acknowledged before me this 31<sup>st</sup> day of August, 2022, by Jerry DuBois, a single person.



  
\_\_\_\_\_  
NOTARY PUBLIC - STATE OF IOWA