

BK: 2024 PG: 2242
Recorded: 9/16/2024 at 1:10:36.0 PM
Pages 3
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.41
Combined Fee: \$25.41
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

TAX STATEMENT ADDRESS: Timbuktu Holdings, LLC, PO Box 603, Waukee, Iowa 50263

Prepared by: Mark V. Hanson, Hanson Law P.C., 4120 College Ave., Des Moines, Iowa 50311, 515-868-0450
Return to: Emelia Edwards, Tollakson Law, 2700 Westown Pkwy, Ste 3330, West Des Moines, IA 50266

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 ground water hazard statement.

REAL ESTATE INSTALLMENT CONTRACT

Re: The Following Described Real Estate located in Madison County, Iowa

Legal Description: Units 202, 204, 206, and 208 of Macumber Condominiums, located in the City of Winterset, Madison County, Iowa, together with an undivided interest in the common elements appurtenant thereto as determined for said units by the provisions of, and in accordance with, the Horizontal Property Regime filed in Book 2004, Page 2934 on June 24, 2004, in the Office of the Recorder of Madison County, Iowa, and any supplements and amendments thereto.

Property Address: 202, 204, 206, and 208 North 3rd Ave, Winterset, Iowa 50273

Seller (Vendor Title Holder(s)): Shirley R. Macumber and Philip A. Macumber, Trustees, or their successors in trust, under the Shirley R. Macumber Living Trust, dated January 27, 2016, and any amendments thereto.

Address: 912 W. Filmore St., Winterset, Iowa 50273

Buyer (Vendee): Timbuktu Holdings, LLC

Address: P.O. Box 603, Waukee, Iowa 50263

This is an executory contract for the sale of land under which the Vendee (Buyer) is entitled to or does take possession thereof, as identified in Iowa Code Section 428A.2(1).

1. THIS REAL ESTATE INSTALLMENT CONTRACT ("Contract") is **made** between the above identified SELLER(s) and BUYER (s) on the date indicated by their signatures.
2. Sellers agree on this date to sell and Buyers on this date agree to buy the above identified real estate ("Real Estate").

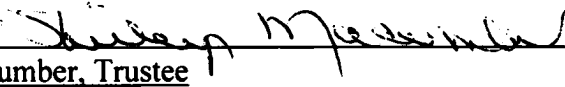
3. The Seller(s) are on this date conveying all their interest in the Real Estate to Buyer(s), with purchase price paid under real estate installment contract, retaining all right title and interest under law as to the Real Estate as is retained by an installment contract Seller, legal title to the above described real estate as security for payment of the purchase price. Buyer on this date is being conveyed all right title and interest under law as to the Real Estate as is conveyed to an installment contract Buyer, equitable title to the above described real estate.

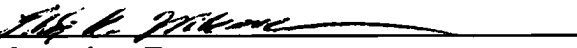
The terms of the Contract are as set forth:

4. Purchase Price: \$425,000.00. Down Payment \$30,000.00.
5. The duration of the Contract is Three (3) years from September 10, 2024.
6. Closing and Possession shall be September 10, 2024 .
7. Payments are due monthly, with the first payment due October 1, 2024.
8. Interest shall be Six (6.0 %) annual percentage rate on the unpaid balance.
9. Upon default, Seller is entitled to the remedy of forfeiture under Iowa Code Chapter 656.
10. The Real Estate is:
X Residential; HPR Units, rented out to individuals.
11. Does Iowa Code Section 558.70 apply? Enter Yes or No: No
(Seller's Sale of 4 or more residential on installment contract in last 365 days)
12. This Contract is subject to any additional terms which shall be in writing as agreed between Seller(s) and Buyer(s) from time to time, by any label applied including without limitation: Addendum, Amendment, Exhibit, or Revision. This Contract incorporates by reference any and all such Addendum, Amendment, Exhibit, Revision or additional terms, with intent such additional terms shall apply and be enforceable to their full extent.

BY: Seller: Shirley R. Macumber and Philip A. Macumber, Trustees, or their successors in trust, under the Shirley R. Macumber Living Trust, dated January 27, 2016, and any amendments thereto.

We acknowledge receipt of a copy of a fully executed real estate installment contract.

Dated: September 10, 2024 Signature 
Shirley R. Macumber, Trustee

Signature 
Philip A. Macumber, Trustee

BY: Buyer: Timbuktu Holdings, LLC

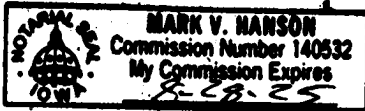
I acknowledge receipt of a copy of a fully executed real estate installment contract.

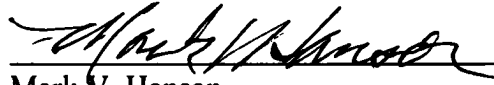
By signing this instrument, I represent that I am authorized under the provisions of Timbuktu Holdings, LLC to sign like instruments as the sole signer on behalf of the Company.

Dated: September 10, 2024 Signature 
Scott F. Haas

STATE OF Iowa, COUNTY OF Polk, ss:

On this September 10, 2024, before me, the undersigned notary public, personally appeared Shirley R. Macumber, Trustee and Philip A. Macumber, Trustee to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that the persons, as the fiduciaries, executed the instrument as the voluntary act and deed of the persons and of the fiduciaries.

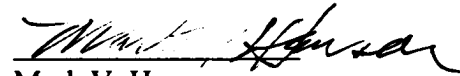



Mark V. Hanson
Notary Public in and for Said State

STATE OF IOWA, COUNTY OF Polk, ss:

On this September 10, 2024, before me, the undersigned, a Notary Public in and for the said State personally appeared Scott P. Haas to me personally known, who being by me duly sworn or affirmed did say that that person is the Organizer of said limited liability company; and that said instrument was signed on behalf of said limited liability company by authority of its members; and that the said individual, as such manager, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him/her voluntarily executed.




Mark V. Hanson
Notary Public in and for Said State