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•	RECORDED	MADISON COUNTY.10
	COMPARED	1 ITSUTE
		SPACE ABOVE THIS LINE FOR RECORDER
REAL ESTATE CO	ONTRACT (SHORT FO	PRM)
IT IS AGREED between WESLEY WARD PARKER and NELLIE F	namen Buchand and b	** * -
MESDE! WAND FARRER GIRL NEDDA .	PAKKEK, NUBDanu and -	Vite
("Sellere"); and		
DEAN PARKER and MARY LOU PARKER of survivorship, and not as Ten	R, as Joint Tenants v	with full rights
("Suyers").	IRITED TH COMMINIT	•
Sellers agree to sall and Buyers agree to buy real esta	nte in Madison	County.
lows, described as:		
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with any easements and appurtenant servient estates, bu covenants of record; c. any easements of record for public		_
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covenante of record; c. any easements of record for public easements; interest of others.! (the "Real Estate"), upon the following terms:	utilities, roads and highways; and d. &	consider: liens; minerel rights; other
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CALFS Release 1.0 11/92
DEED RECORD 132

143 REAL ESTATE CONTRACT (SHORT FORM)
Revised January, 1892

7. ABSTRACT AND TITLE. Sellers, at their expense, shall pro-	mptly obtain an abstract of title to the Rest Estate continued		
through the date of this contract merchantable title in Sellers in or conformity with this contract, lows The abstract shall become the property of the Buyers when the purc occasionally use the abstract prior to full payment of the purchase pr title work due to any act or omission of Sellers, including transfers by	chase price is paid in full, nowever, buyers reserve the right to ice. Sellers shall pay the costs of any additional abstracting and		
8. FIXTURES. All property that integrally belongs to or is part of fixtures, shades, rods, blinds, awnings, windows, storm doors, automatic heating equipment, air conditioning equipment, wall to wittelevision towers and antenne, fencing, gates and landscaping shall except: (consider; rental items.)	acreens, plumbing fixtures, water neaters, water softeners,		
 CARE OF PROPERTY. Buyers shall take good care of the pro- later placed on the Real Estate in good and reasonable repair and sha this contract. Buyers shall not make any material alteration to the Real 	ell not injure, destroy or remove the property during the term of I Estate without the written consent of the Sellers.		
10. DEED. Upon payment of purchase price, Sellers shall convey WATTANTY deed, free and clear herein. Any general warranties of title shall extend only to the date continuing up to time of delivery of the deed.	r of all lians, restrictions, and ancumbrances except as provided		
11. REMEDIES OF THE PARTIES. a. If Buyers fait to timely perforing the in this contract as provided in the lowa Code, and all payme perform this contract. Sellers, at their option, may elect to declare the if any, as may be required by Chapter 654. The Code. Thereafter this a receiver to take immediate possession of the property and of the rether same as the receiver may deem best for the interest of all per Buyers only for the net profits, after application of rents, issues an	ints made by Buyers shall be forfested. If Buyers fail to timely e entire belience immediately due and payable after such notice, contract may be foreclosed in equity and the court may appoint evenues and income eccruing therefrom and to rent or cultivate ties concerned, and such receiver shall be liable to account to		
foreclosure and upon the contract obligation. It is agreed that if this contract covers less than ten (10) acres a sale of the property by sheriff's sale in such foreclosure proceedings, the statutes of the State of lowe shell be reduced to six (6) months deficiency judgment against Buyers which may arise out of the fore Chapter 628 of the lowe Code. If the redemption period is so re redemption shell be exclusive to the Buyers, and the time periods in	, the time of one year for redemption from said sale provided by provided the Sellars, in such action file an election to waive any closure proceedings; all to be consistent with the provisions of duced, for the first three (3) months after sale such right of		
	n ten (10) acres in size; (2) the Court finds affirmatively that the isons personally liable under this contract at the time of such any deficiency judgment against Buyers or their successor in let or their successors in interest or the owner shall have the particle of the time provided for redemption by creditors as provided reduced to forty (40) days. Entry of appearance by pleading or property is not abandoned. Any such redemption period shall be ide. This paragraph shall not be construed to limit or otherwise		
and have all payments made returned to them. c. Buyers and Sellers are also entitled to utilize any and all ot d. In any action or proceeding relating to this contract the surface and costs as permitted by law.	her remedies or actions at law or in equity available to them. recessful party shall be entitled to receive reasonable ettorney's		
12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If S Estate in joint tenancy with full right of survivorship, and the joint t Sellers, then the proceeds of this sale, and any continuing or receptu joint tenants with full right of survivorship and not as tenants in come to pay any balance of the price due Sellers under this contract to the consistent with paragraph 10.	enancy is not later destroyed by operation of law or by acte of red rights of Sellars in the Real Estate, shall belong to Sellers as mon; and Buyers, in the event of the death of either Sellar, agree		
13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a tites this contract only for the purpose of relinquishing all rights of discriments of the lower Code and agrees to execute the deed for	ower, homestend and distributive shares or in compliance with		
14. TIME IS OF THE ESSENCE. Time is of the essence in this co	ntract.		
15. PERSONAL PROPERTY. If this contract includes the sale of any personal property, Buyers grant the Sellers a escurity interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sallers.			
16. CONSTRUCTION. Words and phrases in this contract sha masculine, feminine or neuter gender, according to the context.	all be construed as in the singular or plural number, and as		
17. ADDITIONAL PROVISIONS. Sellers shall have the right to declare the entire balance to be due and payable on any January 1st payment date by giving Buyers 60 days' notice prior to any such payment date.			
Dean Marker Conservations Dean Marker Conservations Mary Lou Parker Conservations	Wesley Ward Parker, Granter Nellie Parker		
TOUR	SELLENS		
	/ADISON, ss; , 199 4_, before me, the undersigned, a Notary Public in and		
more rarker and nettite rarker			
to me known to be the identical persons named in and who execute executed the same as their voluntary act and deed.	ed the foregoing instrument and acknowledged to me that they		
JERROLD B. OLIVER MY COMMISSION EXPIRES	SEC from the Oliver		
August 26, 1994	Notary Public in and for said State		