

Document 2008 997

Book 2008 Page 997 Type 05 005 Pages 3

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INDX ✓
ANNO ✓
SCAN .

LISA SMITH, COUNTY RECORDER
MADISON IOWA

CHEK

RIGHT OF FIRST REFUSAL

Recorder's Cover Sheet

Preparer Information:

William E. Bump
211 SW 7th St., P.O. Box 366
Stuart, Iowa 50250
515-523-2843

Taxpayer Information:

Return Address

William E. Bump
211 SW 7th St., P.O. Box 366
Stuart, Iowa 50250

Grantors:

Bonnie Jean Finch

Grantees:

Aaron Finch
Loretta L. Harvey

Legal Description: See Page 2

Document or instrument number if applicable:

RIGHT OF FIRST REFUSAL

AGREEMENT, made this 21st of March, 2008 by and between Bonnie Jean Finch, (hereinafter "Bonnie") and Aaron Finch and Loretta L. Harvey, husband and wife (hereinafter collectively "Finch").

WHEREAS, Bonnie is the owner of the following described real property (hereinafter "the Property"), legally described to-wit:

Parcel "B" of the Northeast Quarter (NE1/4) of Section 22, Township 74 North, Range 29 West of the 5th P.M., Madison County, Iowa.
Pursuant to a Plat of Survey thereof filed February 12th, 2008 in Book 2008 as Document Number 2008 464.

WHEREAS, Bonnie desires to grant to Finch a purchase Right of First Refusal against any bona fide offer to purchase all or any portion of the Property, from and after the date of this agreement.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Bonnie does hereby grant unto Finch, a right of first refusal to purchase the Property, under the following terms:

1. If at any time after the execution of this instrument and continuing for a period of fifty (50) years thereafter, if Bonnie receives a bona fide offer to purchase the Property, Bonnie shall give to Finch written notice thereof to the address stated herein by certified mail, return receipt requested, which notice (the Notice) shall specify and contain the name and address of the proposed purchaser and the complete terms of the sale. Finch shall thereupon have the prior and first option to purchase the Property upon the same terms and conditions ~~specified in the Notice, which option Finch must exercise by~~ giving notice to Bonnie within twenty (20) days after receipt of the Notice. If Finch does not exercise said option within said twenty (20) day period, said option shall expire, and Bonnie may complete the sale on the terms and conditions specified in the Notice. If the sale described in the Notice is not consummated on such terms and conditions within ninety (90) days after the expiration of such twenty (20) day period, Finch shall again have the first option to purchase the Property in accordance with the procedures set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand on the date and year first written above.

Bonnie Jean Finch
Bonnie Jean Finch

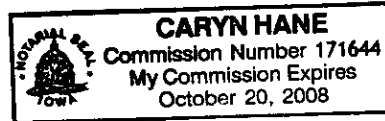
Aaron Finch
Aaron Finch

Loretta Harvey
Loretta Harvey

STATE OF IOWA :
:SS-
COUNTY OF Greene :

On this 21st day of March, 2008, before me, the undersigned, a ~~Notary Public in and for said County and State,~~ personally appeared ~~BONNIE-JEAN FINCH~~, a single individual, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Caryn Hane
Notary
Public in and for said County and State



STATE OF IOWA :
:SS-
COUNTY OF Union :

On this 3rd day of March, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared AARON FINCH and LORETTA L. HARVEY, husband and wife, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Nicole Riley Cooney
Notary
Public in and for said County and State

