

FILED ROUZSUS  #2901 BOOK 142 PACE240  RME.S DO REPORTED FOR PAGE 240  PAGE
Preparer Information Samuel H. Braland, 115 E. First Street, P.O. Box 370, Earlham, (515) 758-2267
Individual's Name  Street Address  Address tax statement: C. D. Brindley, S. K. Wetrich, 450 N.E. Plum Ave., Earlham, IA 50072  REAL ESTATE CONTRACT (SHORT FORM)  IT IS AGREED between  BONNIE S. WETRICH, a single person, and HELEN LUDWICK, a single person,
('Sellers'); and CHRISTOPHER D. BRINDLEY and SUSAN K. WETRICH, as joint tenants with full rights of survivorship, and not as tenants in common,  ("Buyers").
Sellers agree to sell and Buyers agree to buy real estate in
The South 100 feet of the North 440 feet of the East 150 feet of the West 530 feet of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Six (6) in Township Seventy- seven (77) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,
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 One Hundred Five Thousand
Dollars (\$ 105,000.00 ) of which Zero  Dollars (\$ 0.00 ) has been paid. Buyers shall pay the balance to Sellers at Earlham, Iowa
or as directed by Sellers, as follows: \$765.35 on February 10, 2000, and \$765.35 on the 10th day of each and every month thereafter until August 10, 2002 at which time the entire unpaid principal balance, plus accrued interest thereon, shall be due and paid in full. Said payments include both interest and principal, and shall be applied first toward accrued interest and then principal. Buyers may prepay any amount of principal at any time without penalty. Accrued interest shall be paid with and in addition to any prepayment of principal.
2. INTEREST. Buyers shall pay interest from <u>date of contract</u> on the unpaid balance, at the rate of <u>8</u> percent per annum, payable <u>monthly</u>
Buyers shall also pay interest at the rate of percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance  3. REAL ESTATE TAXES. Sellers shall pay all of the real estate taxes due and payable at the county treasurer's office in the fiscal year commencing July 1, 1999,
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. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this
All other special assessments shall be paid by Buyers.  5. POSSESSION CLOSING. Sellers shall give Buyers possession of the Real Estate on date of contract  XXX , provided Buyers are not in default under this contract. Closing shall be on date of contract  6. INSURANCE. Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers 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, tomado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Sellers' interest shall be protected in accordance with a standard or union-type loss payable clause. Buyers shall provide Sellers with evidence of such insurance.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to saving (60) days if all of the rede following contingencies develop: (1) The real estate is isses han ten (10) access in size; (2) the Court finds affirmatively that the aid real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such literature and the country of the coun	7 40070407 440 7					
to abbitch shall become the property of the Buyers when the prochase proce a pold in full; however, Buyers reasone the right to switch to the surface of contract of Selem, ruckoung instructs by of the Seath of Selems or these aspected.  8. FXTURES, All property that integrals belongs to or is part of the Real Estate, whether attached or detached, such as significant, and one of the surface of	through the date of this conti	ract		, and deliver	it to Buyers for examination. It sh	all show
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19 CARE OF PROPERTY. Suvers shall alse good cans of the property, shall keep the buildings and office improved the property during the term of an scorner divigers shall not make any makenal interaction for the face listates without the winter consent of the Sellers.  10 DEED Long payment of purchase price, Sellers shall convey the Real Estate without the winter consent of the Sellers.  11 DEED Long payment of purchase price, Sellers shall convey the Real Estate to Buyers of their assignment, and the sellers are consented and the sellers of the sellers are consented with a seller shall content of the sellers of the sellers are consented and sellers are consented and sellers are consented and sellers and sellers are consented and sellers are consented and sellers and sellers are consented and sellers and sellers are consented and sellers are consented and sellers and sellers are consented and sellers are consented and sellers are consented and such receiver to take interest to take on the constant displacement of the property and the interest of all parties concerned, and such receiver that the contract closers less than ten (10) soles of land, and in the event of the forestices are same as the receiver may deem best for the interest of all parties concerned and such receiver that the contract closers less than ten (10) soles of land, and in the event of the forestices are divided to the sellers are contract closers and and the sellers are contract closers and approved by the sellers are contract closers and and the sellers are contract closers and approved by the sellers are contract closers and an approved by the sellers are contract and the studies of the sellers are contract and the sellers are contract closers and approved by the sellers are contract and the sellers are contract and the sellers are contract and approved by the sellers are contract and the sellers ar	fixtures, shades, rods, blir automatic heating equipment elevision towers and anten	nds, awnings, windows, nt, air conditioning equipn na, fencing, gates and la	storm doors, s nent, wall to wal	creens, plumbing fix I carpeting built-in ite	tures, water heaters, water s ms and electrical service cable	ofteners outside
dear, the and clear of all liens, restrictions, and encumbrances except as provided retiren Any general warranties of title shall extend only to the date of this contract, with special warranties as to act of Selevisor on the provided retirence of the contract of the provided series of the se	GARE OF PROPERT ater placed on the Real Established contract. Buyers shall no	IY. Buyers shall take good ate in good and reasonable it make any material altera	e repair and shal tion to the Real E	I not injure, destroy or Estate without the writte	remove the property during the t n consent of the Sellers.	now or erm of
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The contract of the redemption provisions contained in Chapter 628 of the lowa Code  b. If Selfers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract of have all payments did studies etumed them.  d. 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 Selfers, immediately preceding this contract, hold title to the Real state in joint tenancy with full right of sunvivorship, and the joint tenancy is not later destroyed by operation of law or by acts of ellers, them the proceeds of the sale, and rownship, and the joint tenancy is not later destroyed by operation of law or by acts of ellers, then the proceeds of the sale, and rownship, and the joint tenancy is not later destroyed by operation of law or by acts of ellers, then the proceeds of the sale, and rownship, and the joint tenancy is not later destroyed by operation of law or by acts of ellers, then the proceeds of the sale, and rownship and not as tenants in common, and Buyers, in the event of the death of either Selfer, agree in pay any balance of the price due Selfers under this contract to the surviving Selfer and to accept a deed from the surviving Selfer with paragraph 10.  13 JOINDER BY SELLER'S SPOUSE. Selfer's spouse, if not a titleholder immediately preceding acceptance of this offer, executions 561 3 of the lowa 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 Selfers a security interest the personal property and Buyers shall execute the necessary financing statements and deliver them to Selfers.  16. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as ascurine, feminine or neuter gender, ac	hree following contingencies and real estate has been a oreclosure; and (3) Sellers neterest in such action. If the exclusive right to redeem for n Sections 628.5, 628.15 a locket entry by or on behalf	develop: (1) The real est abandoned by the owners in such action file an el- e redemption period is si the first thirty (30) days a and 628.16 of the Iowa C of Buyers shall be presun	ate is less than and those persection to waive a preduced. Buye fler such sale, ar code shall be reconstituted to the motion that the or notion that the or	ten (10) acres in size; sons personally liable any deficiency judgme is or their successors duced to forty (40) da operty is not abandone	(2) the Court finds affirmatively under this contract at the time nt against Buyers or their succ in interest or the owner shall lar or redemption by creditors as pro- dys. Entry of appearance by ple td. Any such redemption period	that the of such essor in have the vided ading or shall be
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Dated: January  Dated: January  Dated: January  Dated: January  Dated: January  Christopher D. Brindley  Christopher D. Brindley  Christopher D. Brindley  Christopher D. Brindley  Susan K. Wetrich  TE OF  IOWA  COUNTY OF  MADISON  January  Januar	August 6, 1999 in Boo shall be timely paid by Buyers may pay any st	k 211, Page 200, Off Sellers so as not to p ich sums in default as	ice of the Rec prejudice the I nd shall receiv	order of Madison ( Buyers' equity here e credit on this co	County, Iowa. The mortgation. Should Sellers fail to intract for such sums so page	age pay, id.
Christopher D. Brindley  Susan K. Wetrich  Christopher D. Brindley  Chr	OF CREDITORS AND OLUNTARILY GIVE	EXEMPT FROM J UP MY RIGHT TO	UDICIAL SAI	LE: AND THAT E	BY SIGNING THIS CONT	RACT.
Dated: January 28 2000 Susan K. Wetrich  Christopher D. Brindley  Christopher D. Brindley  Susan K. Wetrich  TE OF IOWA COUNTY OF MADISON ss:  Stringtoment was acknowledged before me on  January 2000  January 28  January 2000  Susan K. Wetrich  Tanuary 2000  January 2000  Susan K. Wetrich  January 2000  January 2000		Dated: January	28	, 2000	Charlette a Dame	<u>//</u>
Christopher D. Brindley  Christopher D. Brindley  Susan K. Wetrich  TE OF IOWA COUNTY OF MADISON ss.  Prinstrument was acknowledged before me on January 20	an Junior	Dated: January	28	2000	dusak betruch	<i>\('\)</i>
Christopher D. Brindley  Susan K. Wetrich  TE OF IOWA COUNTY OF MADISON ss  Christopher D. Brindley  Susan K. Wetrich  The presignment was acknowledged before me on  January  20	The state of the s	Mitsinh		Mun K	Susan K. Wetrich	
SEILERS SUSAN K. Wetrich  TE OF IOWA COUNTY OF MADISON SS:  Stringtoment was acknowledged before me on January 20	airie S. Werrigh	" A	— <del>É</del>	hristopher D. Brin		
TE OF IOWA COUNTY OF MADISON ss.	Childwick	wick		Disa Kh	etickel	BUY
Prinstalment was acknowledged before me on January 20	1	WA cou				
Wetrich, Helen Ludwick, Christopher D. Brindley, and Susan K. Wetrich,		, 000	HTT OF		• • • • • • • • • • • • • • • • • • • •	. 20
	contre S. Wetrich, H	lelen Ludwick, Chris	topher D. Bri	ndley, and Susan k	. Wetrich,	<u>20</u>