

27 Jan 2005
G. Stephen Walters
Debby Corkran

DOV# 34

MICHELLE "MICKI" UTSLER, COUNTY RECORDER
MADISON IOWA

COMPUTER
INDEXED
COMPARED

Preparer Information G. Stephen Walters, 101 1/2 W. Jefferson, Winterset, (515) 462-3731

Individual's Name

Street Address

City

Phone



Address Tax Statement: Randy A. Berry
1983 305th Street
Winterset, Iowa 50273

SPACE ABOVE THIS LINE
FOR RECORDER

REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between

Charles C. Berry and Helen E. Berry, Husband and Wife

("Sellers"); and

Randy A. Berry and JoAnn K. Berry, 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 Madison County, Iowa, described as:

The West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fifteen (15) and the East Half (E $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16), all in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M. except the real property described in the attached and incorporated plat marked Exhibit "A", and except the real property described on the attached and incorporated Exhibit "B", and except the real property described on the attached and incorporated Exhibit "C", and ~~except the real property described on the attached and incorporated Exhibit "D"~~.

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 Two Hundred Sixty-Two Thousand Eight Hundred and 0/100 Dollars (\$ 262,800.00) of which No and 0/100

Dollars (\$ 0.00) has been paid. Buyers shall pay the balance to Sellers at _____

or as directed by Sellers, as follows:

\$17,095.52 on or before December 1, 2005, and \$17,095.52 on or before each December 1 thereafter until the full unpaid balance of principal and interest have been paid. All payments shall be applied first to interest and then to principal. Upon the death of the longest to live of Charles C. Berry and Helen E. Berry, the full unpaid balance of principal and interest under this Real Estate Contract shall be paid in full within six (6) months of the date of death of the last of these two parties to die.

2. **INTEREST.** Buyers shall pay interest from January 1, 2005, on the unpaid balance, at the rate of 5 percent per annum, payable as set forth above. Buyers shall also pay interest at the rate of 5 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

Sellers shall pay one-half of the real property taxes payable during the twelve month fiscal year commencing July 1, 2005,

~~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 contract ~~XX~~. All other special assessments shall be paid by Buyers.

5. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on January 1, 2005, provided Buyers are not in default under this contract. Closing shall be on _____.

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, tornado, 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.

7. **ABSTRACT AND TITLE.** Sellers, at their 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 Sellers in or 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. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers 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 Sellers.

10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Warranty Deed or a Court Officer 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 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 Sellers fail 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 Sellers, immediately preceding this contract, hold 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 Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers 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 Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

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 Buyers 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. **ADDITIONAL PROVISIONS.**

See the attached and incorporated Exhibit "E"

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: 1-26, 2005 Randy A. Berry
Randy A. Berry

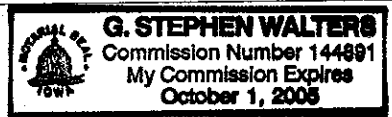
Dated: 1-26, 2005 JoAnn K. Berry
JoAnn K. Berry

Charles C. Berry
Charles C. Berry
Helen E. Berry
Helen E. Berry
SELLERS

Randy A. Berry
Randy A. Berry
JoAnn K. Berry
JoAnn K. Berry
BUYERS

STATE OF IOWA, COUNTY OF MADISON, ss:

This instrument was acknowledged before me on January 26, 2005 by Charles C. Berry, Helen E. Berry, Randy A. Berry and JoAnn K. Berry

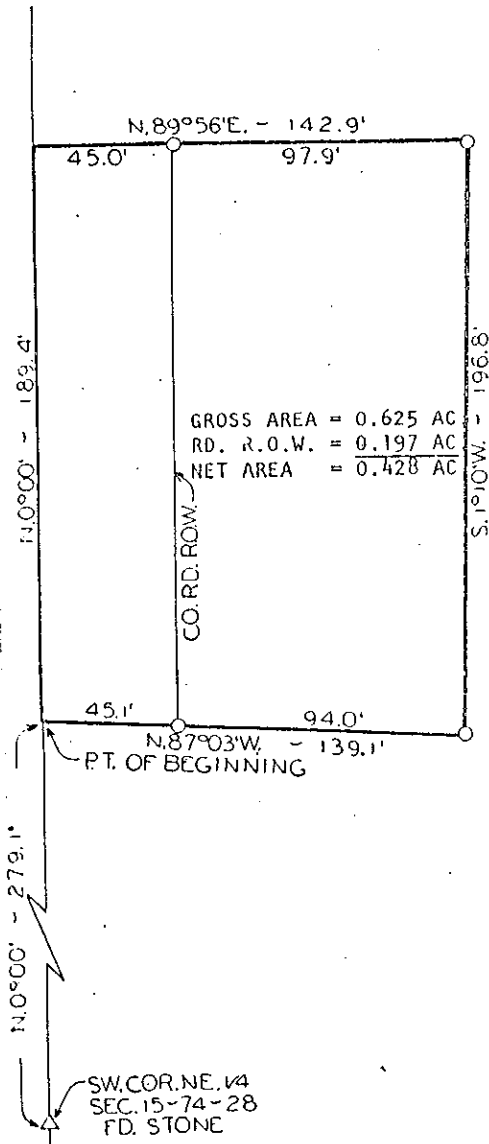


G. Stephen Walters
G. Stephen Walters, Notary Public

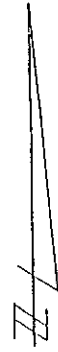
DEED REC. 114

PLAT OF A SURVEY MADE FOR THELMA BERRY
 IN THE SOUTHWEST QUARTER (SW.¼) OF THE NORTHEAST QUARTER (NE.¼)
 OF SECTION 15, TOWNSHIP 74 NORTH, RANGE 28 WEST OF THE 5TH P.M.,
 MADISON COUNTY, IOWA

Survey filed in Farm Plat
 Record 1, page 158
 March 20, 1981 at 9:49 A.M.



GROSS AREA = 0.625 AC
 RD. R.O.W. = 0.197 AC
 NET AREA = 0.428 AC



SCALE: = 50'

⊙ ½" BARS W/CAPS SET

DATE OF SURVEY: 3/9/81

DESCRIPTION:

A parcel of land described as commencing at the southwest corner of the northeast quarter (NE.¼) of Section 15, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa thence N.0°00' 279.1 feet to point of beginning; thence N.0°00' 189.4 feet; thence N.89°56'E. 142.9 feet; thence S.1°10'W. 196.8 feet; thence N.87°03'W. 139.1 feet to point of beginning containing 0.625 acres including 0.197 acres county road right of way.

NOTE: The west line of the NE.¼ of Section 15, Township 74 North, Range 28 West of the 5th P.M., Madison County, Iowa is assumed to bear due north and south.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA
 SIGNED _____ DATE _____

J. M. Hochstetler 3/17/81
 J. M. Hochstetler P.E. & L.S. Iowa Reg. No. 6808

VANCE & HOCHSTETLER, P.C.
 CONSULTING ENGINEERS

WINTERSET,

IOWA

COMPUTER
RECORDED
COMPARED
REC \$ 5.00
AUD \$ 5.00
R.M.F. \$ 6.00

FILED NO. 3413
BOOK 136 PAGE 360
96 JUN -6 AM 8:50
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Preparer Information Jerrold B. Oliver P.O. Box 230 Winterset (515) 462-3731
Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE
FOR RECORDER



WARRANTY DEED

For the consideration of ONE AND NO/100-----(\$1.00)
Dollar(s) and other valuable consideration,

CHARLES C. BERRY and HELEN E. BERRY, Husband and Wife,

do hereby Convey to
RANDY A. BERRY and JOANN K. BERRY, as Joint Tenants with full
rights of survivorship, and not as Tenants in Common

the following described real estate in Madison County, Iowa:

The East 75 feet of the South 330 feet of the Southwest Quarter
(SW 1/4) of the Northeast Quarter (NE 1/4) of Section Fifteen (15)
in Township Seventy-four (74) North, Range Twenty-eight (28) West
of the 5th P.M., Madison County, Iowa.

The consideration for this deed is less than \$500.00; therefore, no
declaration of value or groundwater hazard statement is required.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

STATE OF IOWA ss:

Dated: May 2, 1996

MADISON COUNTY,
On this 2 day of May,
19 96, before me, the undersigned, a Notary
Public in and for said State, personally appeared
Charles C. Berry and
Helen E. Berry

Charles C. Berry
Charles C. Berry (Grantor)

Helen E. Berry
Helen E. Berry (Grantor)

to me known to be the identical persons named in
and who executed the foregoing instrument and
acknowledged that they executed the same as their
voluntary act and deed.

(Grantor)

Jerrold B. Oliver
Notary Public

(Grantor)

(This form of acknowledgment for individual grantor(s) only)



THE IOWA STATE BAR ASSOCIATION
Official Form No. 103

Jerrold B. Oliver ISBA # 04132

THIS FORM... FILED NO. **3509**

REG. \$ 5.00
AUD. \$ 5.00
R.M.F. \$ 1.00

RECORDING TRANSFER
TAX PAID 42
STAMP # 15 30
RECORDER
3-17-98
MADISON COUNTY

BOOK 138 PAGE 712
98 MAR 17 PM 3:29
MICHELLE UNDELL
RECORDER
MADISON COUNTY, IOWA

COMPUTER
RECORDED
COMPARED

Preparer Information Jerrold B. Oliver, P.O. Box 230, Winterset, (515) 462-3731 City Phone
Individual's Name Street Address

SPACE ABOVE THIS LINE FOR RECORDER

WARRANTY DEED - JOINT TENANCY



TEN THOUSAND

For the consideration of _____
Dollar(s) and other valuable consideration,
CHARLES C. BERRY and HELEN E. BERRY, Husband and Wife,

do hereby Convey to
RANDY BERRY and JOANN K. BERRY,

as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in _____
County, Iowa:

That part of the Northeast Quarter of Section 15, Township 74 North, Range 28 West of the Fifth Principal Meridian, Madison County, Iowa, described as follows:

Commencing at the southwest corner of the Northeast Quarter of said Section 15; thence on an assumed bearing of North 90 degrees 00'00" East along the south line of said Northeast Quarter a distance of 904.59 feet to the point of beginning; thence North 03 degrees 49'33" East 1303.75 feet; thence North 90 degrees 00'00" East 322.22 feet; thence South 00 degrees 36 minutes 26 seconds East 970.10 feet; thence South 89 degrees 23'34" West 75.00 feet; thence South 00 degrees 36'26" East 330.02 feet to the south line of the Northeast Quarter of said Section 15; thence North 90 degrees 00'00" West along said south line a distance of 348.00 feet to the point of beginning. Said tract contains 10.56 acres and is subject to a Madison County Highway Easement over the southerly 0.32 acres thereof.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

STATE OF IOWA COUNTY, _____
ss:

Dated: March 13, 1998

On this 13 day of March, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles C. Berry and Helen E. Berry

Charles C. Berry (Grantor)
Charles C. Berry

Helen E. Berry (Grantor)
Helen E. Berry

to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Jerrold B. Oliver
Notary Public

(This form of acknowledgment for individual grantor(s) only)

JERROLD B. OLIVER
NOTARY COMMISSION EXPIRES
August 26, 2000

103 WARRANTY DEED - JOINT TE
Revised November

Exhibit C

RECORDED
COMPARED _____

FILED NO. **4308**

BOOK **141** PAGE **332**

99 APR 23 PM 2:19

REC \$ 5.00
AUD \$ 5.00
R.M.F. \$ 1.00

MICHELLE UTSELL
RECORDER
MADISON COUNTY, IOWA

Preparer Information A. Zane Blessum, 113 N. John Wayne Drive, Winterset, IA 50273, (515) 462-1666
Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE
FOR RECORDER



QUIT CLAIM DEED

For the consideration of ONE AND NO/100 DOLLARS
Dollar(s) and other valuable consideration,
CHARLES C. BERRY and HELEN E. BERRY, husband and wife

do hereby Quit Claim to
STEPHEN C. BERRY and CHERYL L. BERRY, husband and wife

all our right, title, interest, estate, claim and demand in the following described real estate in
Madison County, Iowa:

Auditor's Parcel "A" in part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 16,
Township 74 North, Range 28 West of the 5th P.M. and more particularly described by survey as follows:

Beginning at the Northeast corner of said NE1/4 of SW1/4; thence South 00°11'30" East, along the East line of said
NE1/4 of the SW1/4, 1,319.09 feet; thence North 84°05'59" West, along an existing Fence, 287.75 feet; thence
N00°42'37" East, along an existing fence, 1,244.66 feet; thence South 90°00'00" West, 233.47 feet; thence North
00°11'30" West, 45.00 feet; thence North 90°00'00" East, 500.00 feet to the point of beginning, this parcel contains
8.508 acres including 0.230 acres of Road Right of Way.

Deed is exempt. Between parent and child without actual consideration.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in
and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or
plural number, and as masculine or feminine gender, according to the context.

Dated: 4-23-99
Charles C. Berry (Grantor)
Charles C. Berry

STATE OF IOWA, ss:
MADISON COUNTY,
Helen E. Berry (Grantor)
Helen E. Berry

On this 23rd day of April,
19 99, before me, the undersigned, a Notary
Public in and for said State, personally appeared
Charles C. Berry and Helen E. Berry

(Grantor)

to me known to be the identical persons named in
and who executed the foregoing instrument and
acknowledged that they executed the same as their
voluntary act and deed.

(Grantor)

John Allen
Notary Public
(This form of acknowledgment for individual grantor(s) only)

19. SALE RIGHTS. The Buyers, with the express written approval of the Sellers, shall have the right to sell any part of, or all of the real property covered by this Real Estate Contract. Upon such sale, the net proceeds of the sale shall be applied to the unpaid balance of interest and principal under this Real Estate Contract, unless the Sellers specifically agree otherwise, in writing.

20. ALTERATIONS IN PROPERTY. The Buyers shall have the right to alter, tear down, remove, or make other changes in the home or any other improvements located on the real property covered by this Real Estate Contract, providing that they have the express written approval of the Sellers to perform such actions, if such actions may reasonably be expected to result in a decrease in the overall value of the real property covered by this Real Estate Contract.