THE IOWA STATE BAR ASSOCIATION () Official Form No. 143	FOR THE LEGAL EFFECT OF THE USE OF
	THIS FORM, CONSULT YOUR LAWYER
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Preparer Todd G. Nielsen 211 N. Maple Creston	MICKI UTSLER RECORDER
Individual's Name	641478279887.10WA
EXTENSION OF	Phone SPACE ABOVE THIS LINE FOR RECORDER
REAL ESTATE CONTRACT (SHORT FOR ADDRESS TAX STATEMENT TO: Bonnie Lea Snyder, 3226 Car Lorimor, Iowa 50149 Lisle R. Mullins and Vone K. W. Lisle R. Mullins an	RM) ver Road, Box #35,
Lisle R. Mullins and Vera K. Mullins, husband and wi	<u>fe</u>
("Sellers"); and	1
Bonnie Lea Snyder, a single person	
("Buyers").	
Sellers agree to sell and Buyers agree to buy real estate in Madison	
lowa, described as:	County,
The West Half of the Southeast Quarter of the Nor (W½SE¼NE¼) of Section Twenty-seven (27), Township (74) North, Range Twenty-eight (28), West of the in Madison County, Iowa	
with any easements and appurtenant servient estates, but subject to the following: a. any zoning ar covenants of record; c. any easements of record for public utilities, roads and highways; and d. (conside easements; interest of others.)	nd other ordinances; b. any er: liens; mineral rights; other
(the "Real Estate"), upon the following terms:	
1. PRICE. The total purchase price for the Real Estate is Sixty-three Thousand Two Hur Dollars (\$ 63,250.00) of which \$26,776.52 in principal Dollars (\$ 26,776.52) has been paid. Buyers shall pay the balance to Sellers at Sellers or as directed by Sellers, as follows: \$34,022.60 balance of principal owing. \$5 including interest on November 1, 2001, and payment of \$500.00 if on the 1st day of each month thereafter until November 1, 2003, unpaid balance of both principal and interest shall be paid in finterest shall first be deducted from each payment and balance as Buyer has the right to prepay without penalty.	residence 00.00 payment ncluding interest at which time the
2. INTEREST. Buyers shall pay interest from November 1, 2001	
the rate of 8	on the unpaid balance, at
Buyers shall also pay interest at the rate ofpercent per annum on all delinquent amount ably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency of REAL ESTATE TAXES. Sellers shall pay N/A	ounts and any sum reason- or advance.
and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. A taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state 4. SPECIAL ASSESSMENTS. Sellers shall pay all special assessments which are a lien on the Real E contract or	e otherwise. state as of the date of this ats shall be paid by Buyers. r 1, 19 ssion. Buyers shall accept
purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests provide Sellers with evidence of such insurance.	
The lows State Bar Association	
DWADOCS™ 9/97 143 REAL ES	FATE CONTRACT (SHORT FORM) Revised September, 1997

AND THE RESERVENCE OF THE PROPERTY OF THE PROP A TORING TO THE CARE OF THE CA gradina sekita na nakana katang katang katang katang pang ang katang katang katang katang katang katang sa ng Pang pang pang katang kata

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	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, lowa law and the Title Standards of the lowa 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 calleting, 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 <u>Warranty</u> 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 fail to timely perform this contract, Sellers may, at Sellers' option, forfeit Buyers' rights in this contract as provided in the lowa Code, and all payments made by Buyers shall be forfeited. 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 sheriffs sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of lowa 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 lowa 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 lowa 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 lowa 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 lowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the lowa Code. b. 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.
	 c. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to 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.
and designation is supposed.	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 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 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.
	All other terms and conditions, as on the original Real Estate Contract dated December 4, 1991, and recorded December 6, 1991, in Book 129 at Page 379 of the records of the Madison County Recorder, shall remain in full force and effect.
e - a r e e e e e e e e e e e e e e e e e e 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: 10-22, 201 Bonnie Lea Snyder
	Dated:, 19
í	Dera K Mullins Dera K. Mullins Bonnie Lea Snyder Bourse L. Mullins Bourse Jea Snyder Bourses Bou
	MISSOURI COUNTY OF Jaspec ss:
(6)	was acknowledged before me on 10-13 2001 ,XX Mullins and Vera K. Mullins, husband and wife
1107	ARV LISAD PARCIEV
PUL SE MANAGEMENT SE SE SE SE SE SE SE SE SE SE SE SE SE	LISA D. PASSLEY Notary Public Jasper County State of Missouri My Commission Expires July 26, 2005
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STATE OF IOWA
COUNTY OF MICON

On this 22 day of October, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Bonnie Lea Snyder, a single person to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her voluntary act and deed.

BONNIE GREEN MY COMMISSION EXPIRES

PUBLIC IN AND FOR THE STATE OF

IOWA

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