



FILED 004303

Preparer Information Samuel H. Braland, 115 E. First Street, P.O. Box 370, Earlham, Iowa (515) 758-2267

Individual's Name Street Address City Phone RECORDER

Address tax statement: Leon W. and Joy R. Purscell, 1852 168th Street, Earlham, Iowa 50072

REAL ESTATE CONTRACT (SHORT FORM)

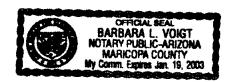
## **REAL ESTATE CONTRACT (SHORT FORM)**

IT IS AGREED between MYRTLE E. ALLEN REVOCABLE LIVING TRUST dated March 31, 1993,			
("Sellers"); and LEON W. PURSCELL and JOY R. PURSCELL, husband an survivorship, and not as tenants in common,	d wife, as joint tenants with ful	rights of	
("Buyers").		,	
Sellers agree to sell and Buyers agree to buy real estate inlowa, described as:	Madison	County,	
Parcel "A" being part of the NE¼ of the NW¼ of Section 9, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, described as follows: Commencing at the NW Corner of said NE¼ of the NW¼; thence N 90°00'00" E, along the North line thereof, 411.93 feet to the point of beginning; thence continuing N 90°00'00" E, 270.00 feet; thence S 00°00'00" E, 217.50 feet; thence N 90°00'00" E, 60.00 feet; thence S 00°00'00" E, 217.50 feet; thence N 90°00'00" W, 330.00 feet; thence N 00°00'00" E, 435.00 feet to the point of beginning, containing 3.00 Acres including 0.20 Acres of County Road right of way,			
with any easements and appurtenant servient estates, but subject to the covenants of record; c. any easements of record for public utilities, roads a easements; interest of others.)			
(the "Real Estate"), upon the following terms:			
1. PRICE. The total purchase price for the Real Estate isSixty The Dollars (\$ 60,000.00) of whichFive Hundred Dollars (\$ 500.00) has been paid. Buyers shall pay the ball or as directed by Sellers, as follows: \$463.00 on October 1, 2001, and \$463.00 on the first day of eunpaid principal balance, plus accrued interest thereon, is paid interest and principal, and shall be applied first toward accrued prepay any amount of principal at any time without penalty. Addition to any prepayment of principal.	lance to Sellers at Glendale, A each and every month thereafter d in full. Said monthly paymen ed interest and then principal. B	until the entire ts include both Buyers may	
the rate of $4.75$ percent per annum, payable $\frac{\text{monthly}}{\text{percent per annum, payable}}$ Buyers shall also pay interest at the rate of $4.75$ percent pably advanced by Sellers to protect their interest in this contract, computed from 3. <b>REAL ESTATE TAXES.</b> Sellers shall pay	per annum on all delinquent amounts an om the date of the delinquency or advan	ce.	
all of the real estate taxes due and payable at the County Trea July 1, 2001,	surer's Office in the fiscal year	commencing	
and any unpaid real estate taxes payable in prior years. Buyers shall pay all taxes on the Real Estate shall be based upon such taxes for the year currentless. Sellers shall pay all special assessments contract.ot  5. POSSESSION CLOSING. Sellers shall give Buyers possession of the least of the sellers shall maintain existing insurance upon the Real insurance proceeds instead of Sellers replacing or repairing damaged importance price, Buyers shall keep the improvements on the Real Estate insurance are not less than 80 percent of full insurable value payable to the Sellers shall be protected in accordance with a standard or union-type loss profession insurance.	y payable unless the parties state others which are a lien on the Real Estate as All other special assessments shal Real Estate on Septemble be on date of contract al Estate until the date of possession. The rovements of the possession and until ured against loss by fire, tornado, and sellers and Buyers as their interests many services.	wise. s of the date of this l be paid by Buyers. er 1, XXX  Buyers shall accept full payment of the extended coverage nay appear. Sellers'	

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 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
trustee warranty 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 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 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.
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.
<ul> <li>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.</li> <li>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.</li> </ul>
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.
Buyers at their expense shall erect a perimeter fence on the West and South boundaries of the real estate. The fence shall be erected within one (1) year of the date of this contract.
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: September 7, 2001 Seon W Jurscolf
Dated: September , 2001 Leon W. Purscell Leon W. Purscell
Myrtle E. Allen Revocable Living Trust
Leon W. Purscell Purscell
Joy R. Purscell  Buyers  Buyers
TATEM OWA COUNTY OF MADISON ss: //
COUNT OF THAT ISSUED SEPTEMBER
by Least Purscell And Joy R. Purscell
6 61/18/02 /
MOTABLE WALL
Notary Public , Notary Public

STATE OF ARIZONA	)
	) SS
MARICOPA COUNTY	)

This instrument was acknowledged before me on September 17, 2001, by Myrtle E. Allen as trustee of the Myrtle E. Allen Revocable Living Trust dated March 31, 1993.



Notary Public in and for the State of Arizona

(SEAL)