

TERRY & SARAH'S
COPY

CONTRACT FOR PURCHASE OF RESIDENCE OR OTHER REAL ESTATE
PREPARED BY: Donald Houg 2397 Carver Rd. Winterset Ia 515-462-4077
ADDRESS TAX STATEMENT ✓ TERRY MCKINNEY 400 E. Filmore Winterset Ia,

THIS CONTRACT is made on the 1st day of Aug, 2001 by and between Donald L. Houg (seller) whose address is 2397 Carver Rd Winterset and Terry McKinney or Sarah Zeits (buyer) whose address is 400 E. Filmore Winterset.

WHEREAS, Seller is the owner of the certain property located at 400 E. Filmore in Winterset desires to sell said property to Buyer: and

WHEREAS, Buyer agrees to buy property located at 400 E. Filmore in Winterset, IA 50273, legally described as Lot 4 of Depot Addition to the original town plat of the town of Winterset, Madison County, Iowa.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The seller agrees to sell and the Buyer agrees to buy the property located at 400 E. Filmore, and more particularly described as follows:

Consisting of the land and all the buildings, other improvements, and fixtures on the land; and all of the Sellers rights relating to the land.

2. Purchase Price. The terms upon which this offer is made are as follows:

Purchase price \$40,000 dollars

Deposit upon signing of this contract: \$ 2,000 dollars

Amount of mortgage: \$ 575.00 due at the first of each month

REC \$ 10.00
AUD \$ 5.00
R.M.F. \$ 1.00
5.00

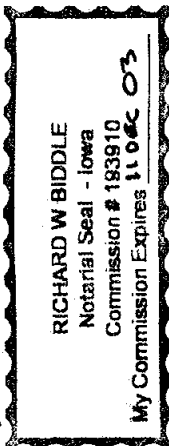
COMPUTER	✓
RECORDED	✓
COMPARED	_____

3. Time and Place of Closing. Buyer and Seller agree that closing shall take place on the 1 day of Feb. 2008. Buyer and Seller further agree that time of the essence. Closing will be held at 400 E. Filmore Winterset.
4. Transfer of Ownership. At the closing, the seller will transfer ownership of the property to the Buyer. The Seller will give the Buyer a properly executed bargain and sale deed with convents against grantors acts and Affidavit of Title.
5. Buyer gets behind 1-month property will go back to Seller.
6. Buyer will maintain the property taxes if not paid with in 1 year when they are due then the property will go back to the Seller.
7. Buyer must have insurance on property and show proof.
8. Personal Property and Fixtures. All Fixtures are included in this sale unless they are listed below as being excluded.

The following items are EXCLUDED from sale

- 9. Physical Condition of the Property, This property is being sold "as is." Seller does not make any claims or promises about the condition or value of any of the property included in this sale. Buyer makes this offer in full reliance upon his own independent investigation and judgment. There are no verbal agreements, which modify or affect this offer. The acceptance of a deed by Buyer shall be deemed to be the full performance of obligation on the part of Seller.
- 10. Repairs Limitation. In no event will the Seller expend more than 0 dollars for repairs.
- 11. Property Lines. The Seller does not have to a survey for this premises and makes no representation that all building, driveway and other improvement on the property are within its boundary lines or that no improvement on adjoining property extend across the boundary lines of this property.
- 12. Ownership. The Seller agrees to transfer and the Buyer agrees to accept ownership of the property free of all claims and right of others. Except for: recorded easements
- 13. Seller has the right to use the shed for storage until Jan 1, 2002
- 14. Assignability. This agreement shall not be assignable by the Buyer without the Seller's written consent.
- 15. Offer to Purchase. This contract constitutes the Buyer's off to purchase the subject property. Acceptance of the Buyer's offer is subject to Seller's review of the aforesaid document and shall be evidenced by Seller's execution of same.
- 16. Legal Representation. Buyer acknowledge that Buyer has the right to hire a lawyer to represent Buyer's interests in this transaction

Richard W Biddle



Buyer: *Jayson Martin* Date: *9-8-03*
 Buyer: *Sarah Zeits* Date: *9-8-03*
 Seller: *Donald L Jones* Date: *9-9-03*

Accept and agree to be bound by the above contract

Subscribed and sworn before me by Jerry McKinney and Sarah Zeits this 8th day of Sept 2003.

[Signature]
 Clerk of District Court
 Medina County, Mo.