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DOV# 391

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

COMPUTER	<input checked="" type="checkbox"/>
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COMPARED	<input checked="" type="checkbox"/>



## Real Estate Contract - Short Form

THE IOWA STATE BAR ASSOCIATION

Official Form No. 143

Recorder's Cover Sheet

**Preparer Information:** (Name, address and phone number)

Jerrold B. Oliver, P.O. Box 230, Winterset, IA 50273, Phone: (515) 462-3731

**Taxpayer Information:** (Name and complete address)

Chris Putney and Dawn Eslinger, 705 E. Madison, Winterset, IA 50273

**Return Document To:** (Name and complete address)

Jerrold B. Oliver, P.O. Box 230, Winterset, IA 50273, Phone: (515) 462-3731

**Grantors:**

Timothy M. Sullivan

Carol J. Sullivan

**Grantees:**

Chris Putney

Dawn Eslinger

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**





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.

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: Sept 1, 2006 Chris Putney  
BUYERS  
Dated: Sept 1, 2006 Dawn Eslinger  
BUYERS

18. **ADDITIONAL PROVISIONS.**

a. In the event that Buyers assign this contract or sell the above described real estate or any part thereof the Sellers shall have the right to declare the entire unpaid balance due and payable:

b. If the monthly payment is not received by Sellers by the 5th day of each month an additional \$200.00 late charge shall be assessed against the Buyers and shall be payable by Buyers to Sellers.

c. Sellers shall pay any installments due for any special assessments against said real estate payable in the fiscal year beginning July 1, 2006, and prior years. Buyers shall pay all installments for special assessments assessed against said real estate payable in the fiscal year beginning July 1, 2007, and for subsequent years.

Dated: Sept. 1<sup>st</sup>, 06  
Timothy M. Sullivan Chris Putney  
Timothy M. Sullivan Chris Putney  
Carol J. Sullivan Dawn Eslinger  
Carol J. Sullivan SELLERS Dawn Eslinger BUYERS

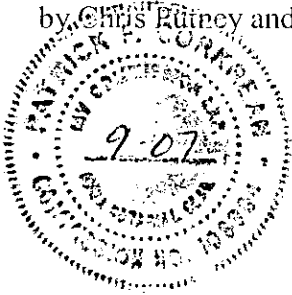


STATE OF IOWA, COUNTY OF MADISON  
This instrument was acknowledged before me on Sept 1, 2006, by  
Timothy M. Sullivan and Carol J. Sullivan

Patrick F. Corcoran  
Patrick F. Corcoran, Notary Public

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 1<sup>st</sup> day of Sept, 2006  
by Chris Rittney and Dawn Eslinger.



Patrick F. Cochran  
Notary Public in and for said State of Iowa