

ENTERED FOR TAXATION
THIS 01 DAY OF 08-2006
James Welch
Deb Corkran
DEPUTY RECORDER

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RECORDED
COMPARED

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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

Land Contract

REPLACING AND CORRECTING CONTRACT RECORDED
5-22-06 IN BOOK 2006 AT PAGE 2024

This Agreement is made and entered into by and between:

Prepared by:
Billie Jo Huglin
286 Woodland Avenue
Truro IA 50257

Billie Jo Huglin
(seller)
whose address is:

DLM
VFMC
BSH

2806 Woodland Ave. Truro, IA 50257
hereinafter called the Vendor and

Return to \$
Address tax
statements:
PO Box 123
TRURO, IA 50257

Daniel Lee McWherter & Valley Fay McWherter
(buyer)
whose address is:

2853 Warren Ave. Truro, IA 50257
hereinafter called the Vendee.

Witnesseth: The Vendor, for himself, his heirs and assigns, does hereby agree to sell to the Vendee, their heirs and assigns, the following real estate commonly known as:

and further described; as:

S.W.N.E. 40 acres except the N.W.S.W.N.E. 10 acres
Sect 001 Twn 074 Range 026 and

S.E.N.E. 40 acres Sect 001 Twn 074 Range 026
Containing a total of 70 acres more or less

together with all appurtenances, rights, privileges and easements and all buildings and fixtures in their present condition located upon said property.

1. CONTRACT PRICE. METHOD OF PAYMENT, INTEREST RATE:

In consideration whereof, the Vendee agrees to purchase the above described property for the sum of One hundred nineteen thousand Dollars \$119,000.00, payable as follows:

The sum of \$10,000.00 as initial consideration at the time of execution of the within Land Contract, the receipt of which is hereby acknowledged, leaving a principal balance owed by Vendee of \$109,000.00 together with interest on the unpaid balance payable in consecutive monthly installments of \$1063.00 beginning on the 20th day of July 2006, and on the 20th day of each and every month thereafter until said balance and interest is paid in full, or until the 20th day of July 2018.

at which time the entire remaining balance plus accrued interest shall become due and payable. The interest on the unpaid balance due hereon shall be (6%) percent annum computed monthly, in accordance with a month amortization schedule during the life of this agreement.

Payments shall be credited first to the interest, and the remainder to the principal or other sums due Vendor. The total amount of this obligation, both principal and interest, unpaid after making any such application of payments as herein receipted shall be the interest bearing principal amount of this obligation for the next succeeding interest computation period. If any payment is not received within 90 days of payment date, there shall be a late charge of (6%) percent assessed. The Vendees may pay the entire purchase price on this contract without prepayment penalty. The monthly installments shall be payable as directed by the Vendor herein.

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3. EVIDENCE OF TITLE:

The Vendor shall be required to provide an abstract or guarantee of title, statement of title, title insurance, or such other evidence of title to Vendee's satisfaction.

4. RECORDING OF CONTRACT:

The Vendor shall permit a copy of this contract to be recorded in the **Madison** County Recorder's Office at Vendee's discretion at any time subsequent to the execution of this Contract by the parties hereto.

5. REAL ESTATE TAXES:

Real estate taxes to the County Treasurer shall remain in the Vendor's name throughout the term of this agreement. Payment of said taxes shall be the responsibility of the Vendee upon the execution of this agreement, and [] shall [] shall not be escrowed and added to the payment required by Vendee herein.

6. INSURANCE AND MAINTENANCE:

The Vendor shall insure the property with a non owner-occupant (landlord) policy against fire and extended coverage to the benefit of both parties as their interests may appear herein. Said policy shall be for an amount no less than payment of which shall be the responsibility of the Vendee, and which shall be escrowed and added to the payment due herein.

Vendees shall keep the building in a good state of repair at the Vendees expense. At such time as the Vendor inspects the premises and finds that repairs are necessary, Vendor shall request that these repairs be made within sixty (60) days at the Vendees expense. The Vendees have inspected the premises constituting the subject matter of this Land Contract, and no representations have been made to the Vendee by the Vendor in regard to the condition of said premises: and it is agreed that the said premises are being sold to the Vendee as the same now exists and that the Vendor shall have no obligation to do or furnish anything toward the improvement of said premises. Vendor shall furnish a clear termite report at Vendor's expense prior to executing this contract. If the property has live infestation of wood destroying insects, Vendor will pay costs of treatment and repair damages caused by same. If Vendor elects not to do so, Vendee may elect to waive Vendor's responsibility and proceed, or Vendee may elect not to proceed with this contract. Notice of each election shall be given in writing within five (5) days of, respectively, receipt of Vendor of the notice of infestation and receipt by Vendee of Vendor's notice as to intention to remedy.

7. POSSESSION

The Vendee shall be given possession of the above described premises at Contract execution and shall

thereafter have and hold the same subject to default provisions hereinafter set forth.

8. Delivery of DEED:

Upon full payment of this contract, Vendor shall issue a General Warranty deed to the Vendees free of all encumbrances except as otherwise set forth. In addition, Vendees reserves the right to convert this contract into a note and mortgage which shall bear the same terms as the contract for the remaining balance, and receive a warranty Deed to Vendees or assigns from Vendor, anytime the following conditions have been met by then Vendees,

At least 20% of the purchase price has been paid to the Vendor.

Vendee is willing to pay all the costs of title transfer and document preparations.

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9. DEFAULT BY VENDEES

If an installment payment to be made by the Vendee under the terms of this Land Contract is not paid by the Vendee when due or within thirty (90) days thereafter, the entire unpaid balance shall become due and collectable at the election of the Vendor and the Vendor shall be entitled to all the remedies provided for by the laws of this state and/or to do any other remedies and/or seek relief now or hereafter provided for by law to such Vendor; and in the event of the breach of this contract in any other respect by the Vendee, Vendor shall be entitled to all relief now or hereinafter provided for by the laws of this state.

Failure of Vendee to maintain current the status of all real estate taxes and insurance premiums as required herein shall permit Vendor the option to pay any such premiums, taxes, interest, or penalty(ies), and to add the amount paid to the principal amount owing under this contract, or to exercise any remedies available to the Vendor as per the preceding paragraph.

Waiver by the Vendor of a default or a number of defaults in the performance hereof by the Vendee shall not be construed as a waiver of any future default no matter how similar.

10. GENERAL PROVISIONS:

There are no known pending orders issued by any governmental authority with respect to this property other than those spelled out in this Land Contrat prior to closing date for the execution of the contract.

11. SPECIAL PROVISIONS:

12. ENTIRE AGREEMENT:

It is agreed that this instrument and any addendum mutually entered into and, by reference to this agreement, made a part hereof constitutes the entire agreement of the parties, and which shall be binding upon each of the parties, their administrators, executors, heirs and assigns. It is further agreed that neither party is relying upon any representation not contained herein.

IN WITNESS WHEREOF, the parties have set their hands this 10th day of June, 2006,

Signed in the presence of:

VENDOR: Billie Jo Huglin

Signed in the presence of:

VENDEES: Daniel Lee McWhorter
Valley Fay McWhorter

STATE OF Iowa

COUNTY OF Madison

On this 10th day of June, 2006, before me, a Notary Public in and for said county and state, personally came, Billie Jo Huglin Vendor (s) and

Daniel Lee McWhorter & Valley Fay McWhorter Vendee(s) in the foregoing Land Contract, and acknowledged and signing thereof to be their voluntary act and deed.

WITNESS my official signature and seal on the day last above mentioned.

Diane M. Daniels

This instrument was prepared by:

Billie Jo Huglin

NOTARY PUBLIC

