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COMPUTER

MICHELLE UTSLER

COMPARED

RECORDER

Preparer Information Dean R. Nelson,  
Individual's Name

P.O. Box 370, Earlham, IA 50072  
Street Address

(515) 758-2267  
Phone



### REAL ESTATE CONTRACT (SHORT FORM)

SPACE ABOVE THIS LINE  
FOR RECORDER

IT IS AGREED between  
LOYAL WERTS and PHYLLIS WERTS, husband and wife,

("Sellers"); and  
ALBERT CHARLES FAGEN and PAMELA CRYSTINE FAGEN, husband and wife, as tenants  
in common,

("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Madison County,  
Iowa, described as.

See Exhibit "A" attached hereto and by this reference made a part of this  
real estate contract,

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances, b. any  
covenants of record; c. any easements of record for public utilities, roads and highways; and d. (consider, liens, mineral rights, other  
easements, interest of others.)

(the "Real Estate"), upon the following terms:

1. PRICE. The total purchase price for the Real Estate is Forty Thousand Four Hundred Eighty-eight & 75  
Dollars (\$ 40,488.75 ) of which ---Four Thousand Forty-eight and 88/100ths ---  
Dollars (\$ 4,048.88 ) has been paid. Buyers shall pay the balance to Sellers at Winterset, Iowa,  
or as directed by Sellers, as follows: the balance of \$36,439.87 as follows: \$304.80 on September  
20, 1998, and \$304.80 on the 20th day of each and every month thereafter until August  
20, 2001, at which time all remaining unpaid interest and principal shall be due and  
payable in full. The \$304.80 monthly payments include both interest and principal  
and shall be applied first toward accrued interest and then principal. Buyers may pre-  
pay any amount of principal on any payment date without penalty. Accrued interest  
shall be paid with and in addition to any prepayment of principal.

2. INTEREST. Buyers shall pay interest from August 20, 1998, on the unpaid balance, at  
the rate of 8 percent per annum, payable monthly commencing September 20, 1998.  
Buyers shall also pay interest at the rate of 8 percent per annum on all delinquent amounts and any sum reason-  
ably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. REAL ESTATE TAXES. Sellers shall pay  
51/365th of the real estate taxes at the Madison County Treasurer's Office payable  
in the fiscal year commencing July 1, 1999,

and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate  
taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. SPECIAL ASSESSMENTS. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this  
contract. All other special assessments shall be paid by Buyers.

5. POSSESSION CLOSING. Sellers shall give Buyers possession of the Real Estate on August 20  
19 98, provided Buyers are not in default under this contract. Closing shall be on August 23, 19 98.

6. INSURANCE. Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept  
insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the  
purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage  
for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall  
provide Sellers with evidence of such insurance.

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, Iowa law and the Title Standards of the Iowa 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 \_\_\_\_\_ 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 Iowa 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 Iowa 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 Iowa 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 Iowa 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 Iowa 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 Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa 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.

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.

See Addendum to Real Estate Contract attached hereto and by this reference incorporated herein.

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: August 24, 19 98

Dated: August 24, 19 98

Loyal Werts  
(Loyal Werts)

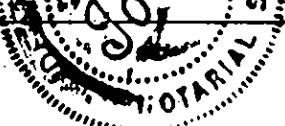
Albert Charles Fagen  
(Albert Charles Fagen)

Phyllis Werts  
(Phyllis Werts) SELLERS

Pamela Cristine Fagen  
(Pamela Crystine Fagen) BUYERS

STATE OF IOWA, COUNTY OF MADISON, ss:

The instrument acknowledged before me on August 24, 19 98 by Loyal Werts and Phyllis Werts



Dean R. Nelson  
(Dean R. Nelson), Notary Public

ADDENDUM TO REAL ESTATE CONTRACT

THIS ADDENDUM is made a part of that certain Real Estate Contract by and between Loyal Werts and Phyllis Werts, husband and wife, as Sellers, and Albert Charles Fagen and Pamela Crystine Fagen, husband and wife, as tenants in common, as Buyers, to-wit:

a. Due Upon Sale or Assignment. In the event Buyers shall at any time during the term of this contract sell all or any portion of the real estate or assign this contract to a third party, the full unpaid balance of principal and all interest accrued thereon shall at the option of Sellers become immediately due and payable.

b. Pasture Rent Reserved By Sellers. Sellers reserve and shall receive all of the pasture rent for the 1998 calendar year.

c. Farm Lease Agreement. Buyers agree to accept the present farm lease with Nick Price which runs until the first day of March, 1999. This real estate contract shall be subject to said farm lease agreement. Sellers shall be obligated to terminate the farm lease herebefore described so that said farm lease will terminate and expire on the first day of March, 1999. Sellers shall provide a copy of the Notice of Termination of Farm Tenancy to Buyers on the date of closing.

d. Fences.


1. Buyers shall be responsible to repair, maintain and replace the East One-half of the North boundary fence. The owner of the real estate lying North of the real estate subject to this contract shall be responsible and obligated to repair, maintain and replace the West One-half of the North boundary fence.

2. Buyers agree to repair, maintain and replace the boundary fence that runs from the Northeast corner of the real estate subject to this contract Southerly thence Easterly to the Northwest corner of the homestead.

3. The purchasers of the homestead shall be responsible to repair, maintain and replace the West boundary line fence that runs from the Northwest corner of the homestead South to the existing county road.

STATE OF IOWA :  
                  :     SS  
MADISON COUNTY :

On this 24 day of August, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Albert Charles Fagen and Pamela Crystine Fagen to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their voluntary act and deed.

  
\_\_\_\_\_  
Notary Public in and for the  
State of Iowa.



## EXHIBIT "A"

Parcel "E" located in the North Half of the Northwest Quarter of Section 7, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Fractional Quarter of the Northwest Quarter of Section 7, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence North  $89^{\circ}35'40''$  East along the South line of the North Half of the Northwest Quarter of said Section 7, 1397.18 feet; thence North  $0^{\circ}34'38''$  East along an existing fenceline; 427.47 feet; thence South  $89^{\circ}47'18''$  West along an existing fenceline, 501.00 feet to a point on the East line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 7; thence North  $0^{\circ}08'17''$  West along an existing fenceline which is the East line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 7, 885.42 feet to the Northeast corner of the Northwest Fractional Quarter of the Northwest Quarter of said Section 7; thence South  $89^{\circ}21'31''$  West along an existing fenceline which is the North line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 7, 923.17 feet to the Northwest corner of said Section 7; thence South  $1^{\circ}05'01''$  East along the West line of the Northwest Fractional Quarter of the Northwest Quarter of said Section 7, 1310.80 feet to the Point of Beginning. Said Parcel contains 32.391 acres, including 2.685 acres of County Road right-of-way.