

THE IOWA STATE BAR ASSOCIATION Official Form No. 143 James E. Van Werden ISBA # 05754	and a common consider a present of	FOR THE LEGAL EFFECT OF THE USE (
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····	COMPAGED.	MICHELLE UTSLER
Preparer James E. Van Werden, 1009 Main Street, A	del, (515) 993-454	CALCO CALC
Individual's Name Street Address	City	Phone SPACE ABOVE THIS LINE
REAL ESTATE CONTRAC	T (SHORT FORI	FOR RECORDER
IT IS AGREED between Karla E. Tillotson and Drew R. Tillotson, wife	and husband,	
("Sellers"); and		
R. Edward Baur Corporation		
		,
("Buyers").		
Sellers agree to sell and Buyers agree to buy real estate inlowa, described as:	Madison	County,
All of my undivided one-sixth interest in and to:		
The West One-Half (W4) of the Northeast Quarter (N Northwest Quarter (NW4); and the East One-Half (E4 Northwest Quarter (NW4); all in Section 10, Townsh 5th P.M., Madison County, Iowa, and A tract of land beginning at the Northwest Corner	e) of the West One-H nip 76 North, Range	alf (WH) of the 27 West of the
the Northeast Quarter (NEW) of Section 10 in Towns 5th P.M., Madison County, Iowa, and running thence approximately 582 feet to the center of the public said 40-acre tract; thence in a Northwesterly dire to the North line of said 40-acre tract; thence We point of beginning. with any easements and appurtenant servient estates, but subject to the covenants of record; c. any easements of record for public utilities, roads an	South 245 feet; the road as the same ection along the censt approximately 18 following: a. any zoning and	ence East xtends through ter of said road 6 feet to the d other ordinances; b. any
easements; Interest of others.) (the "Real Estate"), upon the following terms:		
1. PRICE. The total purchase price for the Real Estate isFifty-One Dollars (\$ 51,700.00) of whichSixty seven hundre	Thousand Seven Hued and no/100	andred and 0/100
Dollars (\$ 6,700.00) has been paid. Buyers shall pay the bala or as directed by Sellers, as follows:	nce to Sellers at	s Moines, IA
·	balance of \$45,00	0.00 plus interest
2. INTEREST. Buyers shall pay interest from August 11, 1998		on the unpaid balance, at
the rate of 61/2% percent per annum, payable on Janua Buyers shall also pay interest at the rate of percent per		unts and any sum reason-
ably advanced by Sellers to protect their Interest in this contract, computed from	-	-
3. REAL ESTATE TAXES. Sellers shall pay 1/6 of 1/12 of those tax payments due and payab	ole in the fiscal	year 1999-2000
and any unpaid real estate taxes payable in prior years. Buyers shall pay all s	•	• •
taxes on the Real Estate shall be based upon such taxes for the year currently 4. SPECIAL ASSESSMENTS. Sellers shall pay all special assessments of	• •	
contract arxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	этежения навычаемия так x	нов живапим храпа за је Војум ов.
 POSSESSION CLOSING. Sellers shall give Buyers possession of the Re provided Buyers are not in default under this contract. Closing shall be 		
6. INSURANCE. Sellers shall maintain existing insurance upon the Real insurance proceeds instead of Sellers replacing or repairing damaged improvements.	Estate until the date of posse	ssion. Buyers shall accept
purchase price, Buyers shall keep the improvements on the Real Estate insur		
for a sum not less than 80 percent of full insurable value payable to the Sellers provide Sellers with evidence of such Insurance.	s and Buyers as their interests	s may appear. Buyers shall
The lows State Bar Association IOWADOCS M 9/97	143 REAL ES	TATE CONTRACT (SHORT FORM) Revised September, 1997

7. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued
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
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 sheriffs 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 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 lowa 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.
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: 1-405 - 11 , 19 98
Dated: 8-11 1998
Drew R. Tillotson R. Edward Raut Corporation By: R. Edward Raut Corporation By: Robert F. Baur, President
STATE OF IOWA COUNTY OF POLICE , ss:
This instrument was acknowledged before me on August 11 1998 by Karla E. Tillotson and Drew R. Tillotson, wife and husband,
Dy, Maria D. IIIIOCOM and Dien N. IIIIOCOM, wite and managemen

STATE OF IOWA, COUNTY OF DALLAS, ss:



Notary Public in and for the State of Iowa

James R. Nelson

My Commission expires 9-15.2000