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Partially
SATISFIED 6-19-01 SEE
RECORD 2001 PAGE 2566
Lot 7 (\$6,000⁰⁰)

MICHELLE ULSLER
RECORDER
MADISON COUNTY, IOWA

Preparer Information: Charles H. Fagen, 502 15th Street, P.O. Box 250, Dallas Center, (515) 992-3728
Individual's Name Street Address City Phone

SPACE ABOVE THIS LINE FOR RECORDER



REAL ESTATE CONTRACT- INSTALLMENTS

IT IS AGREED this 17th day of September, 1998, by and between
CHRISTINE D. MADSEN, a widow not since remarried,

of the County Madison, State of Iowa, Sellers; and
ROBERT TRAUSCH, a married person

of the County of Shelby, State of Iowa, Buyers;

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to purchase the following described real estate situated in the County of Madison, State of Iowa, to-wit:

The East Fractional Half (E 1/2) of the Northwest Fractional Quarter (NW 1/4) EXCEPT Parcel "A" AND the Southwest Fractional Quarter (SW 1/4) of the Northwest Fractional Quarter (NW 1/4) of Section Twenty-five (25), in Township Seventy-seven (77) North, of Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked "Exhibit A" all upon the terms and conditions following:

- 1. TOTAL PURCHASE PRICE. The Buyers agree to pay for said property the total of \$ 295,800.00 due and payable at 1427 Walnut Lane, Cumming, Iowa 50061, Madison County, Iowa, as follows:
(a) DOWN PAYMENT of \$ 1,000.00 RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED; and
(b) BALANCE OF PURCHASE PRICE \$ 294,800.00, as follows:

An additional \$49,000.00 due at time of closing on September 17, 1998, with the unpaid balance of \$245,800.00 on contract at Seven percent (7%) interest per annum with annual payments due the anniversary date of the contract of \$30,000.00, includes both principal and interest, until September 17, 2009, at which time a final balloon payment of \$73,864.64, includes both principal and interest, is due in fulfillment of the contract.

see addendum

2. POSSESSION. ~~BUYERS SHALL TAKE POSSESSION OF THE PROPERTY AT THE TIME OF CLOSING AND SHALL BE RESPONSIBLE FOR ALL TAXES, INCLUDING PROPERTY TAXES, FROM THE DATE OF POSSESSION. BUYERS SHALL MAINTAIN AND PAY FOR ALL INSURANCE ON THE PROPERTY FROM THE DATE OF POSSESSION. BUYERS SHALL MAINTAIN AND PAY FOR ALL UTILITIES ON THE PROPERTY FROM THE DATE OF POSSESSION. BUYERS SHALL MAINTAIN AND PAY FOR ALL REPAIRS AND MAINTENANCE ON THE PROPERTY FROM THE DATE OF POSSESSION. BUYERS SHALL MAINTAIN AND PAY FOR ALL HOUSING COSTS ON THE PROPERTY FROM THE DATE OF POSSESSION. BUYERS SHALL MAINTAIN AND PAY FOR ALL OTHER COSTS ON THE PROPERTY FROM THE DATE OF POSSESSION.~~

3. TAXES. Sellers shall pay for the taxes assessed for 1997-1998 and payable September 30, 1998, and March 31, 1999, and provide Buyer with proof of said payment.

and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not assumed by Sellers and all subsequent taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, each year, shall furnish to the other parties evidence of payment of such items not later than July 15 of each year. Any proration of taxes shall be based upon the taxes for the year currently payable unless, the parties state otherwise. (Decide, for yourself, if that formula is fair if Buyers are purchasing a lot with newly built improvements).

4. SPECIAL ASSESSMENTS. Sellers shall pay the special assessments against this property. (Strike out either (a) or (b) below)
(a) Which, if not paid, in the year 10 _____, would become delinquent and all assessments payable prior thereto.
(b) Which are a lien thereon as of June 30, 1998
(c) Including all sewage disposal assessments for average charge heretofore assessed by any municipality having jurisdiction as of date of possession.

Buyers, except as above stated, shall pay all subsequent special assessments and charges before they become delinquent.

5. MORTGAGE. Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Sellers so as not to prejudice the Buyers' equity herein. Should Sellers fail to pay, Buyers may pay any such sums in default and shall receive credit on this contract for such sums so paid. MORTGAGE BY SELLERS. Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage for any amount not exceeding 0 % of the then unpaid balance of the purchase price herein provided. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this contract. Buyers hereby expressly consent to such a mortgage and agree to execute and deliver all necessary papers to aid Sellers in securing such a mortgage which shall be prior and paramount to any of Buyers' then rights in said property. DEED FOR BUYERS SUBJECT TO MORTGAGE. If Buyers have reduced the balance of this contract to the amount of any existing mortgage balance on said premises, they may at their option, assume and agree to pay said mortgage according to its terms, and subject to such mortgage shall receive a deed to said premises; or Sellers, at their option, any time before Buyers have made such a mortgage commitment, may reduce or pay off such mortgage. ALLOCATED PAYMENTS. Buyers, in the event of acquiring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said premises, reserve the right, if reasonably necessary for their protection to divide or allocate the payments to the interested parties as their interests may appear. SELLERS AS TRUSTEES. Sellers agree that they will collect no money hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the encumbrance on the interest of Sellers or their assigns in said real estate, and if Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyers for the use and benefit of the Buyers.

For Agreement
 For Agreement
 See Record 143-361
 See Record 143-365
 See Record 145-760
 Partially
 SATISFIED
 RECORD 2001 PAGE 145
 (\$ 7,760.00)
 Revenue Auction

see addendum

6. INSURANCE. Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Buyers shall not make any material alteration in said premises without the written consent of the Sellers. Buyers shall not use or permit said premises to be used for any illegal purpose.

8. LIENS. No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.

9. ADVANCEMENT BY SELLERS. If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Sellers may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Sellers, be added to the principal amount due hereunder and so secured (For Buyers' rights to make advancements, see paragraph 5 above.)

10. JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE. If and only if, the Sellers immediately preceding this sale, hold the title to the above described property in joint tenancy, and such joint tenancy has not later been destroyed by operation of law or by acts of the Sellers, this sale shall not constitute such destruction and the proceeds of this contract, and any continuing and/or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller (or Sellers) and to accept said proceeds from him or them consistent with paragraph 14 below unless and except this paragraph is stricken from this agreement.

11. SELLERS. Spouse, if not titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of this contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

12. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. Failure to promptly assert rights of Sellers herein shall not, however, be waiver of such rights or a waiver of any existing or subsequent default.

13. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any Deed made pursuant to this contract (See paragraph 14) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record; if any; (d) As limited by paragraphs 1, 2, 3 and 4 of this contract; (e) Sellers shall give Special Warranty as to the period after equitable title passes to Buyers; (f) Spouse if not titleholder, need not join in any warranties of the deed unless otherwise stipulated:

(a) NONE (Mineral reservations of record?)
(b) (Liens?) (Easements not recorded?) (Interests of other parties?) (Leases?)

14. DEED AND ABSTRACT BILL OF SALE. If all said sums of money and interest are paid to Sellers during the life of this contract, and all other agreements for performance by Buyers have been complied with, Sellers will execute and deliver to Buyers a General Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract and Sellers will at this time deliver to Buyers an abstract showing merchantable title in conformity with this contract. Such abstract shall begin with the government patent (unless pursuant to the Iowa State Bar Association bid standards there is lesser requirement as to period of abstracting) to said premises and shall show title thereto in Sellers as of the date of this contract, or as of such earlier date if and as designated in the next sentence. This contract supersedes the previous written offer of Buyers to buy the above described property which was accepted by Sellers on the 26th day of June, 19 98. Sellers shall also pay the costs of any abstracting due to any act or change in the personal affairs of Sellers resulting in a change of title by operation of law or otherwise. If any personal property is a part of this agreement, then upon due performance by Buyers, Sellers shall execute and deliver a Bill of Sale consistent with the terms of this contract. Sellers shall pay all taxes on any such personal property payable in 98, and all taxes thereon payable prior thereto.

15. APPROVAL OF ABSTRACT. Buyers have examined the abstract of title to this property and such abstract is accepted.

16. FORFEITURE. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any such terms become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made, but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

17. FORECLOSURE AND REDEMPTION. 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 successor 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.

18. ATTORNEY'S FEES. In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Sellers, or in any other case permitted by law in which attorney's fees may be collected from Buyers, or imposed upon them, or upon the above described property, Buyers agree to pay reasonable attorneys' fees.

19. INTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.

20. ASSIGNMENT. In case of the assignment of this contract by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract.

21. PERSONAL PROPERTY. If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such property shall be considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereof against all such personal property.

22. CONSTRUCTION. Words and phrases herein, including acknowledgements hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. See paragraph 11 above, for construction of the word "Sellers."

23. 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.

24. LEAD-BASED PAINT NOTICE. If applicable, see attached Disclosure of Information on Lead-Based and/or Lead-Based Paint Hazards.

25. SPECIAL PROVISIONS.

(a). See attached Addendum for additional terms.

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: _____, 19 _____

Dated: September 17, 19 98

Executed in duplicate or triplicate

Christine D. Madsen
Christine D. Madsen

Robert Trausch
Robert Trausch

SELLERS

BUYERS

1427 Walnut Lane
Cumming, Iowa 50061

2225 Fairway Heights, Box 422
Carroll, Iowa 51401

SELLERS' ADDRESS

BUYERS' ADDRESS

STATE OF IOWA, DALLAS COUNTY, ss:

This instrument was acknowledged before me on September 17, 19 98

by Christine D. Madsen, a widow not since remarried, and Robert Trausch, a married person,



Charles H. Fagen
CHARLES H. FAGEN, Notary Public

302
CIRCULAR
300-8

ADDENDUM TO CHRISTINE MADSEN-ROBERT TRAUSCH REAL ESTATE CONTRACT-INSTALLMENTS

1. Seller will at their expense survey off the approximately 4.0 acres and have the plat of survey recorded that they will keep title to.

2. This sale is subject to the farm tenants (Corey Jamison) right of possession for the 1998 crop year. Seller shall be entitled to the 1998 cash rent. Seller will terminate the farm tenancy for the 1999 crop year. The pasture is not subject to a farm lease and is available for immediate possession.

3. Seller will provide buyer with warranty deeds in partial fulfillment of the contract as Buyer wishes to sell off developed lots. Buyer must have paid at least the same percentage of the principal balance of the contract as the amount of acreage they want Seller to release. For example after the initial down payment of \$50,000 of the \$295,800 sale price, Buyer could receive a deed to approximately 19.6 acres. $50000/295800 * 116 \text{ acres} = 19.6 \text{ acres}$.

However, once one-half of the property has been deeded to Buyer (58 acres more or less) no further deeds in partial fulfillment will be given until the contract is paid in full.

If the land is sold to a third party, Seller will accept prepayment of the contract without penalty from Buyer.

4. Grain bins not included in the sale.

5. In the event the anticipated pond in Buyers development is located to close to, or impairs the use of Sellers existing septic system and lateral field, Buyer will correct any problem or replace the septic system and lateral field as determined by Seller. Buyer will give Seller an easement for her existing lateral field that is upon the ground he is purchasing.

6. Seller will enter into an installment contract for the \$245,800 balance to bear interest at seven (7%) per annum, with level payments of \$30,000 per year, for ten (10) years, due each year on the anniversary date of the closing. This results in a final balloon payment due in 2009 in the amount of \$73,864.64

7. Buyer shall provide Seller with proof of liability insurance of \$1,000,000 on the property during the life of the contract.

8. Because of delays by the Assessor in splitting out property taxes on the 4.0 acre parcel from the farm, Seller will pay the taxes due September 1998 and March 1999 and no proration shall be figured into the closing. Seller will provide Buyer with proof the property taxes were paid.

9. When Seller actually sells the 4.0 acre home place she grants to Buyer herein a right of first refusal in which Buyer has seventy-two (72) hours from when notified an offer has been accepted to match that offer. Such notice may be either oral communication or in writing. Buyer must keep Seller apprised of any assignment of this right of first refusal to subsequent parties acceding to buyers interest.

Seller may sell, gift or devise (by will or trust) the 4.0 acres to her children or grandchildren and will not have to first offer the property to Buyer. Any child or grandchild shall be bound by these same terms and conditions.

10. Seller reserves the right to use the existing well ninety (90) days after closing to allow her time to get rural water installed to her home.

11. Time is of the essence.

SELLER:

BUYER:

Christine D. Madsen 9-17-98
Christine D. Madsen Date

Robert Trausch 9-17-98
Robert Trausch Date

RE:madsen1