

THE IOWA STATE BAR ASSOCIATION Official Form No. 143 Gordon K. Darling ISBA # 000001158	THIS FORM, CONBULT YOUR LAWY
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Gordon K. Darling, 53 Jefferosn Street, P.O. Box 88, Winterset, (515) 462-2442 Individual's Name Street Address City	HADISON COUNTY. 10W
REAL ESTATE CONTRACT (SHORT FOR	SPACE ABOVE THIS LINE FOR RECORDER
IT IS AGREED between Loren A. Olson, single,	
("Sellers"); and Vander Linden Dennis Jellison and Connie, as Joint Tenants with Full Rights of Survivorship,	-
("Buyers").	· ·
Sellers agree to sell and Buyers agree to buy real estate in Madison	County,
lowa, described as: The West 56 Feet of Lot Seven (7), in Block Eight (8), of Hartman & Young's Addition to the Madison County, Iowa	e Town of St. Charles,
Madison County, Iowa	
with any easements and appurtenant servient estates, but subject to the following: a. any zoning a covenants of record; c. any easements of record for public utilities, roads and highways; and d. (considerasements; interest of others.)	
covenants of record; c. any easements of record for public utilities, roads and highways; and d. (considerasements; interest of others.) (the "Real Estate"), upon the following terms:	ler: Nens; mineral rights; other
covenants of record; c. any easements of record for public utilities, roads and highways; and d. (consideratements; interest of others.) (the "Real Estate"), upon the following terms: 1. PRICE. The total purchase price for the Real Estate is Seventeen Thousand Five Hu	undred and 0/100
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sough the date of this contract. and defiver it to Buyers for examination. It shall show retrainables little in Selens in or conformity with this contract, lowa law and the Title Standards of the laws 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 accurately use the submer price in Calebar, including retrained and the state of the contract of the Real Etalac, whither assignmes. Buyers are submitted for the submitted of the Real Etalac, whither also and the submitted of the Real Etalac, whither also and the submitted in the submitted of the Real Etalac, whither also and the submitted in the submitted in the submitted of the Real Etalac, whither also and the restrict clash countries to make any admitted and alternative the submitted for the State and included in the submitted in the submitted in the submitted in the submitted in the Real Etalac in the Real Etalac in the Real Etalac in the State and included in the submitted in the Real Etalac in the Real Et	
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TEXTURES AND properly that Indiginally belongs to or is part of the Real Estate, whether attached or destucted such as typic trees, a thicks, and, builds, servings, undown, stores on consistency and the property of the days of the property of the	nerchantable title in Sellers in or conformity with this contract, lowallaw 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 increasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and
Lines, shades, rock, billinds, averlips, windows, storm doors, screens, plumbing fictures, water hashers, water schemers, western hashers, water hashers, wa	Co.
9. CARE OF PROPERTY. Buyers shall lake apoud case of the groserly, shall keep the buildings and other emptovements now or a prised on the Real Estate in glood and restancible register and shall not liquide, destroy or remotive the property during the term of somical dispers shall not make any material alicination to the Real Estate without the wifelen consent of the Solders 10 to 2001 and 10 t	ctures, shades, rods, bilnds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, utomatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside devision towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale
deeg, five and deer of all liens, restrictions, and executances except as provided review. Any general warranties of title shall existed only to the date of this contract, with pagental warranties as to acts of Seller's rifiniting up to time of delivery of the deed. 11. REMEDIES OF THE PARTIES at Ill Suyers fall to timely perform this contract, Sellers may, at Sellers' option, forfiell Buyers' this in this contract as provided in this Dward Code, and all preparents made by Buyers' shall be forfietted. If Buyers and the sellenge of the contract of the	
1.1. BEREDIES OF THE PARTIES. a. If Buyers dail to liney perform mis contract, Selera, may, at Selera's option, force Buyers in this contract as provided in the lowar Code, and all payments made by Buyers halb be fortelled. If Mysers laid to limitely from this contract. Selera, at their colors, may elect to declare the entire balance immediately due and payable after such notice, which is not contract. Selera, at their colors, and all payments made by Buyers halb be fortelled. If What the Contract Code is a selection of the property and of the revenues and income accurating therefore and to tent of cultivate a same as the receiver may deem best for the balance of all parties concerned, and such receiver shall be liable to account to excess and upon the contract challed and the contract	deed, free and clear of all liens, restrictions, and encumbrances except as provided arein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers
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It is further agreed that the period of redemption after a foreclasure of this contract shall be reduced to sixty (60) days if all of the estationing contingencials develop. (1) The real scalate is less in his net (1) acres in sixte. (2) the Court finds affirmely that the direct scalate has been abandoned by the owners and those persons personally liable under this contract at the time of such and real scalate has been abandoned by the owners and those persons personally liable under this contract at the time of such and the scalate has been abandoned by the owners and those persons personally liable under this contract at the time of such and the contract of the owner of the owner of the contract of the owner owner of the owner owner owner owner owner owner owner. The owner owner. The owner ow	reclosure 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 tile of the properly by sheriffs sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by a statutes of the State of lows shall be reduced to six (6) months provided the Sellers, in such action file an election to walve any afficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of hapter 628 of the lows Code. If the redemption period is so reduced, for the first three (3) months after sale such right of demption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the lows Code shall be
a nave air 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. C. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available 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. 12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding this control to the Real table in Joint tenancy with full right of survivorship and her legal tenancy in the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as in tenants with full right of survivorship and not as tenants in common, and Buyers, in the event of the death either Seller, agree pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller sustent with pergraph. 13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a bitleholder immediately preceding acceptance of this other, executivities contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with cition 561-13 of the lows 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 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 sculing feminien 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 end the property and waives all rights of exemption as to any of the	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 ree following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the id real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such reclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in erest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the clusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided 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 cket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be nestent with all of the provisions of Chapter 628 of the lowa Code. This paragraph shall not be construed to limit or otherwise ect any other redemption provisions contained in Chapter 628 of the lowa Code.
tate in joint tenancy with rull right or survivorship, and the joint tenancy is not later destroyed by operation of Jaw or by acts of liters, then the proceeds of this sale, and any continuing or recaptured rights of Selters in the Real Estate, shall belong to Sellers as all learness and provided the process of the proc	 d have all payments made returned to them. c. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at taw 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
It is contract only for the pulpose of relinquishing all rights of dower, homestead and distributive shares or in compilance with cition 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 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 sculine, femiline or neutier 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 the property and waives all rights of exemption as to any of the property. 18. ADDITIONAL PROVISIONS. 18. ADDITIONAL PROVISIONS. 19. Jana L. Hodges consents to the foregoing contract, but does not release Loren A. Olson from responsibility upon intract of 12/31/97. 19. Jana L. Hodges 2. Jung L. Hodges	12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding this contract, hold title to the Real state in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of ellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as not tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller not to accept a deed from the surviving Seller not to accept a deed from the surviving Seller not to accept a deed from the surviving Seller not to accept a deed from the surviving Seller not to accept a deed from the surviving Seller not to accept a deed from the surviving Seller not to accept a deed from the surviving Seller not to accept a deed from the surviving Seller not to accept a deed from the surviving Seller not to accept a deed from the surviving Seller not to accept a deed from the surviving Seller not to accept a deed from the surviving Seller not to accept a deed from the surviving Seller not not accept a dead from the surviving Seller not not not not accept a dead from the surviving Seller not
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18. ADDITIONAL PROVISIONS. 18. ADDITIONAL PROVISIONS. 19. ADDITIONAL PROVISIONS. 18. ADDITIONAL PROVISIONS. 19. ADDITIONAL PROVISIONS. 19. ADDITIONAL PROVISIONS. 18. ADDITIONAL PROVISIONS. 19. ADDITIONAL PROVISIONS. 20. ADDITIONAL PROVISIONS. 20	scuine, terminine or neuter gender, according to the context.
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Dated: Dated: Dated: Dennis Jellison SELLERS TE OF IOWA COUNTY OF MADISON THAT BY SIGNING THIS CONTRACT, I DATE OF THIS PROPERTY WITH RESPECT TO LAIMS BASED UPON THIS CONTRACT, I DENNIS Jellison SELLERS MADISON SELLERS TE OF IOWA COUNTY OF MADISON SELLERS MADISON SELLERS MADISON SELLERS MADISON SELLERS MADISON SELLERS SELLERS SELLERS MADISON SELLERS SELLERS SELLERS MADISON SELLERS SELLERS MADISON SELLERS SELLERS SELLERS SELLERS SELLERS MADISON SELLERS SELLERS MADISON SELLERS SELLERS SELLERS SELLERS SELLERS SELLERS SELLERS MADISON SELLERS	Igha L. Hodges
Dated:	F CREDITORS AND EXEMPT FROM JUDICIAL SALE: AND THAT BY SIGNING THIS CONTRACT
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TE OF IOWA COUNTY OF MADISON . 55:	Dated:
SELLERS Connie Vander Linden 2/17/98 TE OF IOWA COUNTY OF MADISON . 55:	Denn Gellow 2/19/96
TE OF IOWA COUNTY OF MADISON . SS:	Consiss lander a/17/98
	SELLERS Connie Vander Linden
instrument was acknowledged before me on	
	instrument was acknowledged before me on
	Mary Phatts

DEED RECORD 62