

OFFER TO BUY

Approved, Iowa Real Estate Association, May, 1988

Form LI-2A

Des Moines Stationery Co., 607 Locust St., Des Moines, Iowa XV-2-4

COMPUTER RECORDED COMPARED

DE SOTO, Iowa, September 7, 1995

To HARLAND A. EMERSON

I-We hereby make you the following offer for your property located at or briefly described as follows:

(SEE ATTACHED SCHEDULE OF PROPERTY DESCRIPTIONS)

FILED NO. 656

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and legally described as:

(SEE ATTACHED SCHEDULE OF PROPERTY DESCRIPTIONS)

95 SEP -8 AM 9:59

and agree to pay you therefor the sum of \$100.00

us follows: \$ MICHELLE UTSLER

In cash with this offer as earnest money to be held by SELLER Seller's agent, pending delivery of final papers.

RECORDED

MADISON COUNTY, IOWA

The remainder of \$ is to be paid as follows, to-wit: \$

in cash to be paid upon delivery of contract deed upon the form recommended by the Iowa Real Estate Association; or as follows:

(SEE PARAGRAPH 14 ON REVERSE SIDE)

- All regular taxes on the property due and payable in 19... are to be paid by PRORATE TO POSS.
- All special assessments now spread on the Treasurer's books are to be paid by SELLER
- All subsequent taxes and special assessments are to be paid by the Buyer.
- Possession to be given on or before Jan. 1, 1996, and adjustments of interest, rents and insurance to be made of like date; settlement to be made upon approval of title but not later than date of possession. The Seller agrees forthwith to make insurance to the extent of existing insurance on this property in the amount of \$ N/A payable to all parties as their interest may appear and shall forthwith notify all insurance companies of this contract.
- The Seller is to continue the abstract to the date of the contract, showing good and merchantable title, free and clear of all taxes, assessments, liens and encumbrances, other than those specified, except building restrictions, easements, mineral reservations made by former owners, and a mortgage, the balance of which shall not exceed \$ N/A with interest at... per cent.
- It is understood that no representations made by the agent in the negotiation of this sale are being relied upon unless incorporated herein in writing, and that this property has been offered me by no other person. Any agreement written on the back hereof, and there signed by the parties, shall be a part of this contract.
- Shades, rods, blinds, venetian blinds, linoleum, storm sash, screens, showers, automatic heating equipment, water heater, water softener, electric, and other attached fixtures, are to be left with the house unless excepted on the back of this contract and there signed by the parties.
- If the Seller fails to fulfill this agreement he will pay to the agent the regular commission in full; the Buyer shall have the right to have all payments returned, or to proceed by any action or actions at law in equity, and the Seller agrees to pay costs and attorney fees, and a receiver may be appointed.
- If the Buyer fails to fulfill this agreement, the Seller may forfeit the same as provided in Chapter 658 of the Code of Iowa, and all payments made herein shall be paid to and become the property of the Seller, or the Seller may proceed by any action or actions at law or in equity and the Buyer agrees to pay costs and attorney fees, recording the agent's commission and any other expenses incurred by the Seller as liquidated damages, and a receiver may be appointed, and all payments made herein shall be paid to the agent, and the balance, if any, shall be paid to and become the property of the Seller.
- In the performance of each part of this agreement, time shall be of the essence.
- It is agreed that at time of settlement, funds of the purchase price may be used to pay taxes and other liens to comply with the above requirements, same to be handled under supervision of SELLER'S agent, and subject to approval of Buyer's attorney on title questions involved, and needed to produce merchantable title.
- When accepted this offer shall become a binding contract for the sale and purchase of the above described premises and the Buyer shall pay said agent the customary commission. If this offer is not accepted by the Seller on or before... 19... it shall become null and void and the initial payment shall be repaid to the buyer without liability on the part of said agent to either party.

The foregoing offer is accepted this 7 day of September, 1995

Harland A. Emerson Seller and Owner 3681 N Ave., Van Meter, IA 515-834-2625

(continued on reverse side) Wesley R. Greer 528 Main St., Van Meter, IA 515-996-2568

13. Seller to have option to reside on premises as long as he desires.
14. Buyer and Seller to fix purchase price and schedule of payment after sale of 1995 crops and after determination and agreement of the parties as to value of Buyer's care and keep.

STATE OF IOWA, COUNTY OF DALLAS: SS

Now on this 7 day of September, 1995, before me, the undersigned Notary Public in and for the state of Iowa, personally appeared HARLAND A. EMERSON and WESLEY M. GREER to me known to be the identical persons named in as Seller and Buyer in the foregoing instrument and that they executed such instrument as their voluntary act and deed.



*Wesley M. Greer*  
 \_\_\_\_\_  
 NOTARY PUBLIC

PROPERTY DESCRIPTIONS (EMERSON/GREER)

- (1) THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ ) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$ ) OF SECTION ONE (1), TOWNSHIP SEVENTY SEVEN (77) NORTH, RANGE TWENTY EIGHT (28), WEST OF THE 5TH PM, (74.60A) MADISON COUNTY, IOWA.
- (2) THE FRACTIONAL SOUTH ONE HALF (S $\frac{1}{2}$ ) OF THE NORTH ONE HALF (N $\frac{1}{2}$ ) OF THE SOUTHWEST ONE QUARTER (SW $\frac{1}{4}$ ) OF THE SOUTHWEST ONE QUARTER (SW $\frac{1}{4}$ ) OF SECTION THIRTY ONE (31), TOWNSHIP SEVENTY EIGHT (78) NORTH, WEST OF THE 5TH PM, DALLAS COUNTY, IOWA. (9.50 A)
- (3) THE NORTH ONE HALF (N $\frac{1}{2}$ ) OF THE SOUTH ONE HALF (S $\frac{1}{2}$ ) OF THE OF THE SOUTHWEST ONE QUARTER (SW $\frac{1}{4}$ ) OF THE SOUTHWEST ONE QUARTER (SW $\frac{1}{4}$ ) OF SECTION THIRTY ONE (31), TOWNSHIP SEVENTY EIGHT (78) NORTH, RANGE TWENTY SEVEN(27) ,WEST OF THE 5TH PM, DALLAS COUNTY, IOWA.(8.75 A)
- (4) FRACTIONAL PORTION ON SOUTHWEST SIDE OF RAILROAD RIGHT-OF-WAY IN SECTION THIRTY SIX (36), TOWNSHIP SEVENTY EIGHT (78) NORTH, RANGE TWENTY EIGHT, WEST OF THE 5TH PM, DALLAS COUNTY, IOWA, (18.75 A)
- (5) A FRACTIONAL PART OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$ ) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ ) SOUTH OF THE RAILROAD RIGHT-OF-WAY AND THE WEST 5.02 ACRES SOUTH OF THE RAILROAD RIGHT-OF-WAY NE AND SE, IN SECTION THIRTY SIX (36), TOWNSHIP SEVENTY EIGHT (78) NORTH, RANGE TWENTY EIGHT (28), WEST OF THE 5TH PM, DALLAS COUNTY, IOWA. (5.75A)
- (6) THE SOUTHWEST QUARTER (SW $\frac{1}{4}$ ) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ ) SOUTH OF THE RAILROAD RIGHT-OF-WAY IN SECTION THIRTY SIX (36) TOWNSHIP SEVENTY EIGHT (78) NORTH, RANGE TWENTY EIGHT (28), WEST OF THE 5TH PM, DALLAS COUNTY, IOWA. (35A)
- (7) THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ ) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$ ) OF SECTION THIRTY SIX (36), TOWNSHIP SEVENTY EIGHT (78) NORTH ,WEST OF THE 5TH PM. DALLAS COUNTY, IOWA (39A)

707 Henry S. Hargan 402 Maple St. 50265