	IE IOWA STATE BAR ASSOCIATION			FOR THE LEGAL EFFECT OF THE USE
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		,	RECORDED	MICHELLE UTSLER
		•	COIN 10 CO	RECORDER MADISON COUNTY, 10 WA
De	onard <del>N. Plandar</del> N	<del>223 East Court</del> s	Winterpet IA 50273	<del>ភាមូ 067 (515)   4ឝ្គភូក 4912</del>
	31A7e			SPACE ABOVE THIS LINE FOR RECORDER
	RI	EAL ESTATE CO	NTRACT (SHORT FO	ORM)
	IT IS AGREED between		n ing malanana ing kadhariyan	14 M '9'1-
	wife and husband		ea Edwards) and Jer	ald M. Boyle,
	("Sellers"); and  Donald Rivans an	nd Dorothy Biva	ns, husband and wif	e, as joint tenants
	with full rights	of survivorsh	ip and not as tenan	ts in common
	("Buyers").			
	Sellers agree to sell and Buy	ers agree to buy real estate	in <u>Madison</u>	County,
	lows, described as:			
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	Lot Five (5) B	lock Four (4)	of Railroad Addition	n to the City of
		ison County, Ic		
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143 REAL ESTATE CONTRACT (SHORT FORM) Revised November, 1995

O The lows State Bar Association CALFS Release 3.0 6/94

Not report to
7. ABSTRAGT 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, lows law and the Title Standards of the lows 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 well carpeting, built-in items and electrical service cable, outside television towers and entenna, 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 assigness, by
Warranty  deed, free and clear of all liens, restrictions, and ancumbrances 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, Sellers, at their option, may elect to declare the entire belance immediately due end payable after such notice, if eny, as may be required by Chapter 854. 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 concrend, and such receiver shell be lieble 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 egreed 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 lowe shell be reduced to six (6) months provided the Sellers, in such action file an election to weive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chepter 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 628.15 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) ecres in size; (2) the Court finds effirmatively that the seid real estate has been abendoned by the owners and those persons personally liable under this contract at the time o
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 receptured 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 dead from the surviving Seller consistent with paragraph 10.
13. JOINDER BY SELLER'S SPOUSE. Seller's apouse, 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 581.13 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.
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16. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as mesculine, feminine or neuter gender, according to the context.
17. ADDITIONAL PROVISIONS. Made and Mad

Lea Powle, Jerald M. Boyle, Bonald Bivans and Dorothy Bivans

to me known to be the identical persons named in and who executed the foregoing-instrument and acknowledged to me that they executed the same as their voluntary act and deed.

Notary Public in and for said State.

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF _	IOWA	, COUNTY OF _	MADISON	ss:		
On this	15th day of	October	———, A.D. 19 <u>-</u>	96_, before me, the u	Indersigned a Notary	
Public in and to me known to executed the	to be the persons.	sonally appeared _ amed in and who exe by voluntary act and	Donald Bivar	_		hey
<b>6</b>		·	Seth Flander	Flande		
HE IOWA STAT Micial Form No evised April, 1992 his Printing April, 191			Beth Flander	, Notary Public	in and for said state.	

Acknowledgment: For use in case of natural persons acting in their own right