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THE IOWA STATE BAR ASSOCIATION ISBA# 04132 Jordan, Oliver & Walters, P.C. Winterset, Iowa	FOR THE LEGAL EFFECT OF THE US THIS FORM, CONSULT YOUR LAW
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Industrial of Neme	erset (515)462-373
STATA	SPACE ABOVE THIS LINE
REAL ESTATE CONTRACT (SHORT FO	FOR RECORDER RM)
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IT IS AGREED between	
VERA WHITE, Single,	
("Sellers"); and BRUCE L. WHITE	•
("Buyers").	·
Sellers agree to sell and Buyers agree to buy real estate inMadison	<b>^</b>
lows, described as:	County,
The Northeast Quarter (NE 1/4) and the North Half (	
with any easements and appurtenant servient estates, but subject to the following: a. any zon covenants of record; c. any easements of record for public utilities, roads and highways; and d. (co	ning and other ordinances; b. any
with any easements and appurtenant servient estates, but subject to the following: a. any zon covenants of record; c. any easements of record for public utilities, roads and highways; and d. (co easements; interest of others.)	ning and other ordinances; b. any onsider: liens; mineral rights; other
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DEED RECORD 136

The Iowa State Bar Association CALFS Release 3.0 6/94

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143 REAL ESTATE CONTRACT (SHORT FORM)
Revised November, 1995

7. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued arough the date of this contract, and deliver it to Buyers for examination. It shall show
addit the date of the contract
narchantable title in Sellers in or conformity with this contract, loweriaw and the little Standards of the lower State bei Association.
he abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to coasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and
ccasionally use the abstract prior to full payment of the purchase price. Salers shall pay the costs of any additional abstracting and tle 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
yturas shadas rods blinds awnings windows storm doors screens, plumbing fixtures, water heaters, water softeners,
utomatic heating equipment, air conditioning equipment, well to wall cerpeting, built-in items and electrical service cable, outside elevision towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale
xcept: (consider: rental items.)
9. CARE OF PROPERTY. Buyers shall take good care of the property; shall keep the buildings and other improvements now or
ater placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term or
his 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
warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided serion. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sallars
continuing up to time of delivery of the dead.
A DESCRIPCION OF THE BARTIES of It Royars fail to timely perform this contract, Sellers may, at Sellers' option, forfeit Buyers'
perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after section of the court may appoint
A At the MARRETU AND OF THE PROPERTY AND INCOME BULLUING HIGHWAY TO THE TO THE TOTAL OF THE TOTAL
he 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
It is agreed that if this contract covers less than ten (10) acres or talk, and if the of one year for redemption from said sele provided by
deficiency judgment against Buyers which may arise out of the follectional processings, three (3) months after sale such right 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 Chapter 628 of the Iowa Code shall be 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
redemption shall be exclusive to the Boyels, and the time parties of this contract shall be reduced to sixty (60) days if all of the
It is further agreed that the period of redemption after a foreclosure to (10) eages in eiger (2) the Court finds affirmatively that the
three following contingencies develop: (1) The real estate is less than ten (10) acres in solds under this contract at the time of such said real estate has been abandoned by the operation to welve any deficiency judgment against Buyers or their successor in
foreclosure; and (3) Sellers in such action file an election to Allers or their successors in interest or the owner shall have the
interest in such action. If the redemption period is so reduced, days and the time provided for redemption by creditors as provided
exclusive right to redeem for the first thirty (30) days after such sale, and the time provided by Entry of appearance by pleading or in Sections 628.5, 628.15 and 628.16 of the lowe Code shall be required by pleading or in Sections 628.5, 628.15 and 628.16 of the lowe Code shall be
in Sections 628.5, 628.15 and 628.16 of the lows Code shall be reduced to forty days. Entry day such redemption period shall be docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned.
affect any other redemption provisions contained in Chapter 628 of the lows Code.
b. If Sellers fail to timely perform their obligations didentiful contract, 22,000
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 succession purposes
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 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 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
Sallers, then the proceeds of this sale, and any continuity of the death of either Seller, agree
Sellers, then the proceeds of this sale, and any continuing or recaptured fights of Sellers in the event of the death of either Seller, agree 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 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 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 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 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 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 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 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 joint tenants are survivorship and the survivorship and in the survivorship and tenants are survivorship and the survivorship and tenants are survivorship and the survivorship and the survivorship and tenants are survivorship and the survivorship and tenants are survivorship an
consistent with paragraph IV.
this offer, execu-
Section 561.13 of the lowa Code and agrees to execute the code
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 industry
in the personal property and Buyers shall execute the thousand, mentioned as in the singular or plural number, and as
in the personal property and Buyers shall execute the necessary financing statements and deliver them to Select.  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.
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