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MICHELLE UPSHALL
RECORDER
MADISON COUNTY, IOWA

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R120-04

AGREEMENT TO SELL REAL ESTATE

DEBORAH SUE CURNES of
EAST PERU as Seller, and
ANGELA J GARRET of
PERU, IOWA as Buyer, hereby agree that
the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDI-
TIONS HEREINAFTER SET FORTH, which shall include the STANDARDS FOR REAL ESTATE TRANSAC-
TIONS set forth within this contract.

1. LEGAL DESCRIPTION of real estate located in EAST PERU
MADISON County, State of IOWA

LOT OF THE NW 1/4 NE 1/4 OF SECTION 11-74-27 (see attached)

2. PURCHASE PRICE 6,000 Dollars. Method of Payment CONTRACT

- (a) Deposit to be held in trust by NOT APPLICABLE \$ 0
- (b) Approximate principal balance of first mortgage to which conveyance shall be subject, if any, Mortgage holder: DEBORAH S CURNES \$ 6000
Interest 0 % per annum: Method of payment \$100/ MONTH
- (c) Other: SEE ATTACHED \$ 100/ MONTH
- (d) Cash, certified or local cashier's check on closing and delivery of deed (or such greater or lesser amount as may be necessary to complete payment of purchase price after credits, adjustments and prorations). SEE ATTACHED \$

3. PRORATIONS: Taxes, insurance, interest, rents and other expenses and revenue of said property shall be pro-rated as of the date of closing.

4. RESTRICTIONS, EASEMENTS, LIMITATIONS: Buyer shall take title subject to: (a) Zoning, restrictions, prohibitions and requirements imposed by governmental authority, (b) Restrictions and matters appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if any, (e) Other: SELLER PAY TAXES ASSESSED AGAINST PROPERTY PAYABLE

FISCAL YEAR BEGINNING JULY 1, 1997 Seller warrants that there shall be no violations of build-
ing or zoning codes at the time of closing.

5. DEFAULT BY BUYER: If Buyer fails to perform any of the covenants of this contract, all money paid pursuant to this contract by Buyer as aforesaid shall be retained by or for the account of the Seller as consideration for the execution of this contract and as agreed liquidated damages and in full settlement of any claims for damages.

6. DEFAULT BY SELLER: If the Seller fails to perform any of the covenants of this contract, the aforesaid money paid by the Buyer, at the option of the Buyer, shall be returned to the Buyer on demand; or the Buyer shall have only the right of specific performance.

7. TERMITE INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to obtain a written report from a licensed exterminator stating that there is no evidence of live termite or other wood-boring insect infestation on said property nor substantial damage from prior infestation on said property. If there is such evidence, Seller shall pay up to three (3%) percent of the purchase price for the treatment required to remedy such infestation, including repairing and replacing portions of said improvements which have been damaged; but if the costs for such treatment or repairs exceed three (3%) percent of the purchase price, Buyer may elect to pay such excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract. N/A

8. ROOF INSPECTION: At least 15 days before closing, Buyer, at Buyer's expense, shall have the right to obtain a written report from a licensed roofer stating that the roof is in a watertight condition. In the event repairs are required either to correct leaks or to replace damage to fascia or soffit, Seller shall pay up to three (3%) percent of the purchase price for said repairs which shall be performed by a licensed roofing contractor; but if the costs for such repairs exceed three (3%) percent of the purchase price, Buyer may elect to pay such excess. If Buyer elects not to pay, Seller may pay the excess or cancel the contract. N/A

9. OTHER INSPECTIONS: At least 15 days before closing, Buyer or his agent may inspect all appliances, air conditioning and heating systems, electrical systems, plumbing, machinery, sprinklers and pool system included in the sale. Seller shall pay for repairs necessary to place such items in working order at the time of closing. Within 48 hours before closing, Buyer shall be entitled, upon reasonable notice to Seller, to inspect the premises to determine that said items are in working order. All items of personal property included in the sale shall be transferred by Bill of Sale with warranty of title.



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- 10. LEASES: Seller, not less than 15 days before closing, shall furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates and advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letters from tenants, Seller shall furnish the same information to Buyer within said time period in the form of a seller's affidavit, and Buyer may contact tenants thereafter to confirm such information. At closing, seller shall deliver and assign all original leases to Buyer.
- 11. MECHANICS LIENS: Seller shall furnish to Buyer an affidavit that there have been no improvements to the subject property for 90 days immediately preceding the date of closing, and no financing statements, claims of lien or potential lienors known to Seller. If the property has been improved within that time, Seller shall deliver releases or waivers of all mechanics liens as executed by general contractors, subcontractors, suppliers and materialmen, in addition to the seller's lien affidavit, setting forth the names of all general contractors, subcontractors, suppliers and materialmen and reciting that all bills for work to the subject property which could serve as basis for mechanics liens have been paid or will be paid at closing time.
- 12. PLACE OF CLOSING: Closing shall be held at the office of the Seller's attorney or as otherwise agreed upon.
- 13. TIME IS OF THE ESSENCE: Time is of the essence of this Sale and Purchase Agreement.
- 14. DOCUMENTS FOR CLOSING: Seller's attorney shall prepare deed, note, mortgage, Seller's affidavit, any corrective instruments required for perfecting the title, and closing statement and submit copies of same to Buyer's attorney, and copy of closing statement to the broker, at least two days prior to scheduled closing date.
- 15. EXPENSES: State documentary stamps required on the instrument of conveyance and the cost of recording any corrective instruments shall be paid by the Seller. Documentary stamps to be affixed to the note secured by the purchase money mortgage, intangible tax on the mortgage, and the cost of recording the deed and purchasing money mortgage shall be paid by the Buyer.
- 16. INSURANCE: If insurance is to be prorated, the Seller shall on or before the closing date, furnish to Buyer all insurance policies or copies thereof.
- 17. RISK OF LOSS: If the improvements are damaged by fire or casualty before delivery of the deed and can be restored to substantially the same condition as now within a period of 60 days thereafter, Seller shall so restore the improvements and the closing date and date of delivery of possession hereinbefore provided shall be extended accordingly. If Seller fails to do so, the Buyer shall have the option of (1) taking the property as is, together with insurance proceeds, if any, or (2) cancelling the contract, and all deposits shall be forthwith returned to the Buyer and all parties shall be released of any and all obligations and liability.
- 18. MAINTENANCE: Between the date of the contract and the date of closing, the property, including lawn, shrubbery and pool, if any, shall be maintained by the Seller in the condition as it existed as of the date of the contract, ordinary wear and tear excepted.
- 19. CLOSING DATE: This contract shall be closed and the deed and possession shall be delivered on or before the 1 day of APRIL, 19 97, unless extended by other provisions of this contract.
- 20. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.
- 21. OTHER AGREEMENTS: No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.
- 22. RADON GAS DISCLOSURE. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in _____ . Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 23. LEAD PAINT CLAUSE. "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."
- 24. SPECIAL CLAUSES: see attached / additional provisions

COMMISSION TO BROKER: The Seller hereby recognizes NOT APPLICABLE as the Broker in this transaction, and agrees to pay as commission % of the gross sales price, the sum of Dollars (\$) or one-half of the deposit in case same is forfeited by the Buyer through failure to perform, as compensation for services rendered, provided same does not exceed the full amount of the commission.

WITNESSED BY:


Gerald DeCaus 3/29/97
 Witness Date

Angela Harvath 3-29-97
 Buyer Date

[Signature] 4/5/97
 Witness Date

Debbie S. Curran 4/5/97
 Seller Date

ADLENE E. DICKSON
 MY COMMISSION EXPIRES
 1-10-96


GENERAL NOTARY-STATE of Nebraska
TERRY W. QUINES
 My Comm. Exp. July 31, 2000

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Curnes - Garrett Real Estate Contract

Description of Real Estate

Out lot Two (2) of the Northwest quarter (1/4) of the Northeast quarter (1/4) of Section Eleven (11), in township Sevebty Four (74) North, range Twenty Seven (27) west of the 5th PM in the in the town of East Peru, Madison County, Iowa.

ADDITIONAL PROVISIONS

1. Buyers acknowledge that they have made a satisfactory inspection of said property and are purchasing the property in its existing condition.
2. The parties agree that the purchase price shall be as follows.

REAL ESTATE PRICE - \$6,000.00 (Six thousand Dollars)

The length of this contract shall be four years (48 mo)
The payment will be set at \$100.00 per month due on the 1st of each month, commencing April 1, 1997.
There will be a lump sum payment of \$1,200.00 which shall be paid anytime prior to April 1st, 2001.
Buyers shall have the right to make additional payments at any time.

Provided balance is paid in full by April 1st, 2001, there will be no interest applied on this contract.. If balance has not been satisfied by this date, 8% (eight percent) interest will be applied to the purchas price of \$6,000.

3. Payments shall be made payable to Janet Roush until all leans on said property are resolved and clear deed can be provided. After leans have been satisfied further payments will be made directly to the seller, Deborah Sue Curnes.

Angela Garret 3-29-97

Angela Garret Buyer

x Deborah Sue Curnes

Seller

Deborah Sue Curnes



Terry W. Curnes