

*When recorded return to
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BOOK **129** PAGE **734**
92 APR 22 PM 3:02

Fee \$15.00

MICHELLE TUTSLER
RECORDER
MADISON COUNTY, IOWA

COMPARED

SPACE ABOVE THIS LINE
FOR RECORDER



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between The Sweeney Company, an assumed name of Sweeney, Redden & Sweeney Agency, Inc., a Texas corporation

Brad Sweeney and Becky Sweeney, husband and wife, as Joint Tenants with Full Rights of Survivorship and not as Tenants in Common ("Buyers")

Sellers agree to sell and Buyers agree to buy real estate in Madison County, Iowa, described as:

See Exhibit "A" attached.

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways; and d. ~~(consider here mineral rights, other easements, interests of others)~~ any restrictions of record

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is ninety five thousand Dollars (\$ 95,000.00) of which twenty three thousand seven hundred and fifty Dollars (\$ 23,750.00) has been paid. Buyers shall pay the balance to Sellers at P.O. Box 8700, Fort Worth, Texas 76124-0700 directed by Sellers, as follows:

Buyers to pay to Seller \$3,562.50 towards principal on or before March 1, 1993, and \$3,562.50 towards principal on or before March 1 of each succeeding year until March 1, 2002, at which time all remaining principal and interest under this contract are due and payable. This contract balloons on March 1, 2002. In addition Buyers to pay to Seller interest as set forth below.

2. **INTEREST.** Buyers shall pay interest from March 1, 1992 on the unpaid balance, at the rate of 9 1/2 percent per annum, payable annually - first interest payment due March 1, 1993

Buyers shall also pay interest at the rate of 14 1/2 percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** ~~Sellers shall pay~~ Prorated to date of possession.

~~and any unpaid real estate taxes payable in prior years.~~ Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate ~~as of the date of this contract~~ as of the date of this contract March 1, 1992. All other special assessments shall be paid by Buyers.

5. **POSSESSION.** Sellers shall give Buyers possession of the Real Estate on March 1, 19 92, provided Buyers are not in default under this contract.

6. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

*Bank Full Payment on Cont
Sue Annell Rev 133-14
10-28-96
To pay pd on 2500.00*

*See Record Book 133-3
for Re-assigned & unrecorded
Assignment 5-23-94*

FOR ASSIGNMENT SEE
RECORD 133 PAGE 44
16-13-94

7. **ABSTRACT 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. Iowa law and the Title Standards of the Iowa 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 wall carpeting, built-in items and electrical service cable, outside television towers and antenna, 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 assignees, by stamped Warranty deed, free and clear of all liens, restrictions, and encumbrances 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 Seller's option, either (i) forfeit Buyers' rights in this contract as provided in the Iowa Code, and all payments made by Buyers shall be forfeited or (ii) upon thirty days written notice by Sellers to Buyers of Sellers' intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable, and thereafter this contract may be foreclosed in equity; the Court may appoint a receiver; and the period of redemption after sale on foreclosure may be reduced under the conditions of Section 628.26 or Section 628.27 of the Iowa Code.

b. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract 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 successful party shall be entitled to receive reasonable attorney's 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 Sellers, then the proceeds of this sale, and any continuing or recaptured 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 deed from the surviving Seller consistent with paragraph 10.

13. **JOINER BY SELLER'S SPOUSE.** Seller's spouse, 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 561.13 of the Iowa 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 in 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 masculine, feminine or neuter gender, according to the context.

17. **ADDITIONAL PROVISIONS.**

a. Buyers may prepay in full or part without penalty.

b. Buyers acknowledge that they have adequately inspected the real estate in question and accept it "as is".

c. Entire balance of principal and interest is due immediately if Buyer(s) sell, assign, convey and/or mortgage any or all of the real estate in question with the exception of a sale, assignment, conveyance and/or mortgage of any or all of the real estate in question to Hal Sweeney and Shirley Sweeney.

d. During the term of this contract Seller has the right to enter upon the real estate in question to inspect same provided Seller gives Buyer(s) or his/her/their assign(s) a written notice of the time of said inspection at least 10 days prior to the inspection.

e. Buyers shall pay all real estate taxes for the real estate in question before they become delinquent.

Dated: April 22, 19 92

Brad Sweeney
Brad Sweeney
Becky Sweeney
Becky Sweeney
BUYERS

Charles D. Sweeney
The Sweeney Company, by Charles D. Sweeney, President

STATE OF IOWA COUNTY OF Warren, ss:

On this 22nd day of April, 19 92, before me, the undersigned a Notary Public in and for said State, personally appeared Brad Sweeney and Becky Sweeney, husband and wife,

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.

John W. Crawford
Notary Public in and for Said State.

Exhibit "A"

The South one half (S 1/2) of the Northwest Quarter (NW 1/4) except cemetery site of one half (1/2) acre off the East side of the South eleven (11) acres of the Southwest Quarter (SW 1/4) of said Northwest Quarter (NW 1/4), the Southwest Quarter (SW 1/4), the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) and the North fractional one half (1/2) of the Northwest Quarter (NW 1/4) of Section two (2), Township 74 North, Range 26, West of the 5th P.M., Madison County, Iowa,

containing 380 acres, more or less, together with all improvements thereon, all easements, right-of-way and appurtenances thereto, and all of Sellers' rights, title and interest in all public ways adjoining the property.

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

STATE OF ~~IOWA~~ ^{TEXAS} Tarrant COUNTY, ss:

On this 17th day of March, 19 92, before me, the undersigned, a Notary Public in and for the State of ~~Iowa~~ ^{Texas}, personally appeared Charles D. Sweeney

~~XXXX~~, to me personally known, who being by me

duly sworn, did say that ~~they are~~ ^{he is} ~~XXXX~~ the president ~~XXXX~~

~~XXXX~~ of the corporation executing the within and foregoing instrument to which this is attached, that ~~XXXX~~ has been procured by the (the seal affixed thereto is the seal of the) corporation; that said instrument was signed

(and sealed) on behalf of the corporation by authority of its Board of Directors; and that Charles D. Sweeney

~~XXXX~~ as officer ~~XXXX~~ acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



IOWA STATE BAR ASSOCIATION
Official Form No. 172
This Printing May, 1988

Joyce Womack

JOYCE WOMACK
Notary Public in and for Texas
My Commission Expires April 10, 1991

Notary Public in and for said State.

(Sections 558.38 and 558.39, Code of Iowa)

Acknowledgment: For use in the case of corporations