

REAL ESTATE CONTRACT (SHORT FORM)

REC \$ 15.00

AUD \$ —

IT IS AGREED between A. Richard Johnson and Doris D. Johnson, husband and wife, Sellers, and Earl Estell and Catherine J. Estell, 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 the real estate in Madison County, Iowa, described as:

Southeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-three (23) in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, except Commencing at the Southeast Corner of said Southeast Quarter ($\frac{1}{4}$) Southeast Quarter ($\frac{1}{4}$); thence North along the East line of said Southeast Quarter ($\frac{1}{4}$) Southeast Quarter ($\frac{1}{4}$) 75 feet to the point of beginning; thence North along the said East line a distance of 295 feet; thence West 295 feet; thence South parallel to the said East line 295 feet; thence East to the point of beginning; and subject to a non-exclusive easement for ingress and egress to the above excepted tract over and across the East 50 feet of the South 75 feet of said Southeast Quarter ($\frac{1}{4}$) Southeast Quarter ($\frac{1}{4}$), all in Madison County, Iowa,

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, upon the following terms:

1. PRICE. The total purchase price for the real estate is Twenty-two Thousand and no/100 Dollars (\$22,000.00) of which Four Thousand and no/100 Dollars (\$4,000.00) has been paid. Buyers shall pay the balance to Sellers at their address, or as directed by Sellers, as follows:

Two Thousand Dollars (\$2,000.00) on February 28, 1993; and Two Thousand Dollars (\$2,000.00) on the 31st day of each August, and on the 28th of each February thereafter until all sums due hereunder are paid in full.

Buyer may prepay any and all amounts at any time without penalty.

2. INTEREST. Buyers shall pay interest from September 1, 1992 upon the unpaid balance, at the rate of $7\frac{1}{2}$ percent ($7\frac{1}{2}\%$) per annum, payable semi-annually as above provided. Buyers shall also pay interest at the rate of seven and one-half ($7\frac{1}{2}\%$) 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.

Semi-annual payments provided for herein shall be applied first to accrued interest and the balance to principal.

3. REAL ESTATE TAXES. Sellers shall pay $\frac{1}{6}$ th of the real estate taxes payable in the fiscal year commencing July 1, 1993 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. All other special assessments shall be paid by Buyers.

5. POSSESSION. Sellers shall give Buyers possession of the Real Estate on September 1, 1992.

COMPARED

STATE OF IOWA, ss.
MADISON COUNTY,

Inst. No. 762 Filed for Record this 23 day of September 1992 11:00 AM
Book 130 Page 403 Recording Fee \$15.00 Michelle Utsler, Recorder, By Shirley H. Denny Deputy

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.

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 conformity with this agreement, 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.

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 life of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers. (See paragraph 16).

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 herein. Any general warranties of title shall extend only 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, the Sellers may forfeit it as provided in The Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of 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. 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 Code.

b. If Sellers fail to timely perform this contract, Buyers have the right to 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 the 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. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

14. 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.

15. SURVEY. Seller shall at his expense cause the premises described herein to be surveyed and cause the plat of such survey to be recorded.

16. IMPROVEMENTS. Buyer may do such bulldozing of whatever nature, remove and/or reconstruct such fences and otherwise improve the real estate as Buyer deems appropriate.

Dated this 31 day of August, 1992.

Earl Estell
Earl Estell

A. Richard Johnson
A. Richard Johnson

Catherine J. Estell
Catherine J. Estell BUYERS

Doris D. Johnson
Doris D. Johnson SELLERS

135 Fillmore Street
Norwalk, IA 50211

1300 Sunrise #262
Round Rock, Texas 78664

Buyers' Address

Sellers' Address

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 26th day of August, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Earl Estell and Catherine J. Estell 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.

LEONARD M. FLOREN
Notary Public in and for
said State.

STATE OF TEXAS)
) SS
Williams COUNTY)

On this 1st day of September, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared A. Richard Johnson and Doris D. Johnson 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.

Maria Putman

