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BOOK 131 PAGE 677

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

SPACE ABOVE THIS LINE
FOR RECORDER



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Estate of Clarence H. Martens by Mae E. Martens, Executor

Frederick R. Martens and Helen I. Martens,

husband and wife, as tenants in common,

Buyers

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

The West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Fourteen (14), and the South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$), and the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), and the Southeast Quarter (SE $\frac{1}{4}$) of Section Eleven (11), and the West 20 Acres of the Southwest Quarter (W. 20 A. SW $\frac{1}{4}$) of Section Twelve (12); all in Township Seventy-seven (77) North of Range Twenty-eight (28) West of the 5th P.M., 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 for public utilities, roads and highways; and d. (consider: liens, mineral rights; other easements, interests of others) _____

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

1. **PRICE.** The total purchase price for the Real Estate is ---Three Hundred Eighty Thousand and no/100ths Dollars (\$ 380,000.00)
of which ---One Thousand and no/100ths Dollars (\$ 1,000.00)
has been paid. Buyers shall pay the balance to Sellers at Madison County, Iowa or as directed by Sellers, as follows:

See Addendum To Real Estate Contract for payment provisions.

Buyers shall pay interest on the unpaid principal balances due and owing hereunder as provided in paragraph 2.

2. **INTEREST.** Buyers shall pay interest from March 1, 1994 on the unpaid balance, at the rate of 8 percent per annum, payable semi-annually on each September 1st and March 1st, commencing September 1, 1994. See Addendum for further interest provisions. Buyers shall also pay interest at the rate of 8 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 one-half of the real estate taxes due and payable at the County Treasurer's Office in the fiscal year commencing July 1, 1994,

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 March 1 19 94 provided Buyers are not in default under this contract. See Addendum for further possession provisions.

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.

*Partial Full Payment
3-5-99 for - 141-215
Bal on \$80,000.00*

*Foy Chambers
Deed Recd
141-216 3-5-99*

FOR ASSIGNMENT SEE
DEED RECORD 131 PAGE 716
7-8-93

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. ~~of such fixtures, equipment, and appurtenances.~~ **The dwelling house, all buildings, grain storage bins and cribs and appurtenant and/or attached augers and equipment are included in this 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 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 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. See Addendum for further Deed provisions.

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 as provided in the Iowa Code, and all payments made by Buyers shall be forfeited. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, 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 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 foreclosure and upon the contract obligation.

It is agreed 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 Iowa shall be reduced to six (6) months provided the Sellers, in such action files an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions 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 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 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) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 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. **JOINDER 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.

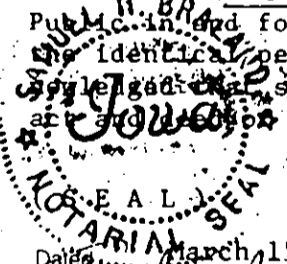
15. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

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.** See Addendum To Real Estate Contract attached hereto.

STATE OF IOWA :
 : SS
MADISON COUNTY :

On this 15th day of March, 1993, before me, the undersigned, a Notary Public in and for said state, personally appeared Mae E. Martens to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged such person, as such fiduciary, executed the same as the voluntary act and deed of such person and of such fiduciary.

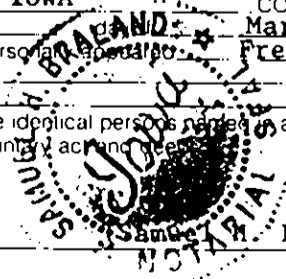


Samuel H. Braland
Notary Public in and for the State of Iowa.

Dated March 15, 19 93
Frederick R. Martens
(Frederick R. Martens)
Helen I. Martens
(Helen I. Martens) BUYERS

ESTATE OF CLARENCE H. MARTENS
By *Mae E. Martens*
(Mae E. Martens, Executor) SELLERS

STATE OF IOWA COUNTY OF MADISON ss
On this 15th day of March, 19 93 before me, the undersigned, a Notary Public in and for said State, personally appeared Frederick R. Martens and Helen I. Martens



Samuel H. Braland
Notary Public in and for Said State

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.

ADDENDUM TO REAL ESTATE CONTRACT

THIS ADDENDUM, is made a part of that certain Real Estate Contract, dated March 15, 1993, by and between the Estate of Clarence H. Martens, as Seller, and Frederick R. Martens and Helen I. Martens, husband and wife, as tenants in common, as Buyers, to-wit:

1. Court Approval Required. This contract is subject to Court approval by the Iowa District Court For Madison County in the Matter of the Estate of Clarence H. Martens, deceased, Probate No. 9934. If Court approval is not obtained, the downpayment shall be returned to Buyers without interest and this contract shall be null and void.

2. Payment Provisions. Buyers shall pay the balance of the purchase price (\$379,000.00) to Seller at Madison County, Iowa, or as directed by Seller, as follows:

\$9,000.00, principal, upon approval of this sale by the Iowa District Court For Madison County in the Matter of the Estate of Clarence H. Martens, deceased, Probate No. 9934. \$90,000.00, principal, shall be paid on March 1, 1994. Thereafter, \$8,000.00, principal, shall be paid on March 1, 1995, and \$8,000.00, principal, on the first day of March in each year thereafter to and including March 1, 2008. The full balance of principal then remaining and all interest accrued thereon shall be paid on the first day of March, 2009.

Buyers shall not have the right to make additional payments on principal prior to the date of death of Mae E. Martens, or March 1, 1999, whichever date first occurs. After the date of death of Mae E. Martens, or March 1, 1999, whichever date first occurs, Buyers shall have the right at their option without penalty to make additional payments on principal in any amount on any date, even to the extent of payment of the full balance of principal then remaining. Payment of interest then accrued shall accompany any prepayment of principal.

3. Further Interest Provisions. On March 1, 1999, the interest rate shall be adjusted to reflect an amount of interest 1½% above the then announced prime rate of New York City financial institutions; provided, however, that the rate of interest under this contract shall not exceed 10%, nor be less than 8%. On March 1, 2004, the interest rate shall again be adjusted to reflect an amount of interest 1½% above the then announced prime rate of New York City financial institutions; provided, however, that the rate of interest under this contract shall not exceed 10%, nor be less than 8%.

4. Further Possession Provisions. Buyers may enter on the premises to do field work after the 1993 crops are harvested, subject to the rights of Seller's present tenant. Seller shall give Buyers possession of the dwelling house and garage prior to March 1, 1994, when same are vacated by Mae E. Martens. The parties acknowledge and agree that Seller hereby reserves grain storage in the 15,000 bushel steel drying bin and double crib on the premises for Seller and the present tenant to store 1993 crops, until August 1, 1994, at which time Seller shall remove such crops. During said period of storage, Seller shall be responsible for, and shall bear, the risk of loss of such grain should loss occur for any reason. Seller shall give Buyers possession of all other buildings on the premises prior to March 1, 1994, as soon as same are vacated by Mae E. Martens, subject to the rights, if any, of the present tenant.

5. Additional Deed Provisions. Upon payment of the full purchase price by Buyers or their assigness, if this contract then

#2. Addendum To Real Estate Contract
Martens - Martens

constitutes an asset of the Mae E. Martens Trust established under the Will of Clarence H. Martens, deceased, the deed delivered by Seller or its assignees to Buyers or their assignees pursuant to paragraph 10. of the contract shall be a Court Officer Deed rather than a Warranty Deed. In the event this contract is not an asset of said trust upon payment of the purchase price in full, the deed Seller or its assignees shall deliver to Buyers or their assignees pursuant to paragraph 10. shall be a Warranty Deed.

BUYERS

SELLER

Frederick R. Martens
Frederick R. Martens

ESTATE OF CLARENCE H. MARTENS

Helen I. Martens
Helen I. Martens

By *Mae E. Martens*
Mae E. Martens, Executor