

HE IOWA STATE BAR ASSOCIATION ISBA# 04132	Jordan, Oliver & Walters Winterset, Iowa	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYE
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<b>`</b>	AUD \$ 100 R.M.F. \$ 100	BOOK 133 PAGE 141
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· · · · · · · · · · · · · · · · · · ·	COMPUTER RECORDED COMPARED	MICHELLE UTSLER RECORDER
		MADISON COUNTY. IOWA
		SPACE ABOVE THIS LINE FOR RECORDER
REAL ES	TATE CONTRACT (SHORT FO	RM)
IT IS AGREED between		
ROBIN L. PERRIN, Single,		
("Sellere"); and		·
MARTY L. DECKER		
(*Buyers*).		,
Sellers agree to sell and Buyers agree to lowe, described as:	buy real estate in <u>Madison</u>	County,
Twenty-eight (28) West or running thence North 153 South 153.78 feet, thence beginning.	nip Seventy-four (74) North, of the 5th P.M., Madison Cou 3.78 feet, thence West 153.7 se East 153.78 feet to the p	oning and other ordinances; b. any
covenants of record; c. eny easements of reco	ord for public utilities, roads and highways; and d. (	consider: liene; mineral rights; other
(the "Real Estate"), upon the following terms:		
Dollars (\$ 23,872.00 ) of which Dollars (\$ 4,300.00 ) has been or as directed by Sellers, as follows: \$192.73 per month, comme 1998, when the entire un	Real Estate is TWENTY-THREE THOUSAND E FOUR THOUSAND THREE HUNDRED paid. Buyers shall pay the balance to Sellers at Windshall be due a paid balance shall be due a pee applied first to the interes of the principal.	NO/100  nterset, Iowa  September 12, and payable. Said
2. INTEREST, Buyers shall pay interest fro	om June 12, 1994	on the unpaid balance, at
Buyers shall also pay interest at the rate of	$8  ext{ } 1/2$ percent per annum on all delinquest in this contract, computed from the date of the d	uent amounts and any sum reason-
	ed against the real estate p	payable in the
texes on the Real Estate shall be based upon a 4. SPECIAL ASSESSMENTS. Sellers shall contract or 5. POSSESTION, Sellers shall give Buyers provided Buyers are not in default under this o 6. INSURANCE. Sellers shall maintain exi- insurance proceeds instead of Sellers replacin purchase price, Buyers shall keep the improve for a sum not less than 80 percent of full in	possession of the Real Estate on July 12 contract.  isting insurance upon the Real Estate until the date on or repairing damaged improvements. After possesements on the Real Estate insured against loss by finsurable value payable to the Sellera and Buyers as	parties state otherwise.  e Real Estate as of the date of this seessments shall be paid by Buyers.  , 1994.  of possession. Buyers shall accept ession and until full payment of the ire, tornado, and extended coverage
shall provide Sellers with evidence of such ins	urence.	14

DEED RECORD 133

The Iowa State Bar Association CALFS Release 1.0 11/92

143 REAL ESTATE CONTRACT (BHORT FORM)
Revised January, 1992

DEED RECORD 133
7. ABSTRACT AND TITLE. Sellers, at their expense, shell promptly obtain an abstract of title to the Real Estate continued through the date of this contract
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 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 Buyurs 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 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 Sellers' option, forfeit Buyers' rights in this contract as provided in the lowa 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 lows shall be reduced to six (6) months provided the Sellers, in such action file 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 lowa 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 lowa 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 personal personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to weive 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 lows 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 lows Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the lows 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 action: 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 lows 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 additional provisions attached hereto.
Deted: 10/28 . 1994  Warty C. Declar Robin L. Perrin
BUYERS SELLERS
STATE OF IOWA , COUNTY OF MADISON , se:  On the day of , 199 4 , before me, the undersigned, a Notery Public in and
for heich the personally appeared
Robin' Be Parrin (5000000000000000000000000000000000000

to me to 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.

Notary Public in and for said State.

## PERRIN - DECKER REAL ESTATE CONTRACT

## Additional Provisions

- 1. It is understood that Seller has an existing mortgage on said real estate. Seller shall not be required to pay off the entire balance owing on the mortgage at this time, but shall be required to make timely payments as called for in said mortgage and the note secured by said mortgage.
- 2. It is understood that Seller shall not be required to continue the abstract to date at this time. Seller shall continue the abstract to date at the time Buyer makes the final payment due on this Contract.
- 3. The parties understand that Seller's mortgage is due in full on September 15, 1998. In the event Seller is able to refinance the balance due on said mortgage at that time, Buyer and Seller shall enter into an amendment to this Contract to extend the time for payment of the balance due on this Contract, upon the same terms and conditions as Seller's financing arrangements with her lender. If Seller is unable to refinance said mortgage on September 15, 1998, the entire balance shall be due and payable on this Contract as set forth above.