



# REAL ESTATE CONTRACT-INSTALLMENTS

IT IS AGREED this 27<sup>th</sup> day of June, 1994, by and between Wayne G. McDonald  
and Viola M. McDonald, husband and wife,

of the County Madison, State of Iowa, Sellers; and Todd R. Scott and Terri L.  
Scott, husband and wife, as Joint Tenants with full rights of survivorship

and not as Tenants in Common

of the County of Madison, State of Iowa, Buyers;

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises,  
hereby agree with the Sellers to purchase the following described real estate situated in the County of Madison  
State of Iowa, to-wit:

The South Half ( $\frac{1}{2}$ ) of Out Lot Eleven (11) of East Addition of Out  
Lots on the East Side of the Town of Winterset, Madison County,  
Iowa, except for the West 85 feet thereof,

STATE OF IOWA,  
MADISON COUNTY, <sup>SS</sup>

Inst No. 110 Filed for Record this 13 day of July 1994 at 2:20 PM  
Book 59 Page 408 Recording Fee \$ 11.00 Michelle Utsler, Recorder, By Shirley G. Henry  
Deputy

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as  
may be below stated, and certain personal property if and as may be herein described of if and as an itemized list is attached  
hereto and marked "Exhibit A" all upon the terms and conditions following:

1. TOTAL PURCHASE PRICE. The buyer agrees to pay for said property the total of \$ 3,500.00 due and payable at  
319 West Court Avenue, Winterset, Madison County, Iowa, as follows:

(a) DOWNPAYMENT of \$ None RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED: and  
(b) BALANCE OF PURCHASE PRICE. \$ 3,500.00 as follows \$ 70.02, or more, due on or before  
the first day of August, 1994; and, \$70.02, or more, due on or before  
the first (1st) day of each month thereafter until September 1, 1999 when  
all balances shall be due and payable in full. All payments shall be  
first credited towards the interest accrued to the date of payment and  
the balance credited towards the reduction in principal. The monthly  
payments include principal and interest. The Buyer shall pay Seller  
interest upon the unpaid principal balance from July 1, 1994 at the rate  
of eight percent (8%) per annum payable monthly as above provided.

2. POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on the first (1st) day of  
July, 1994; and thereafter so long as they shall perform the obligations of this contract. If Buyers are taking subject to the rights of lessees  
and are entitled to rentals therefrom on and after date of possession, so indicate by "yes" in the space following Not Applicable

3. TAXES. Sellers shall pay all the property taxes payable upon the premises during  
the fiscal year commencing on July 1, 1994

and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not assumed by Sellers and all subsequent taxes before same become delinquent. Whoever may be  
responsible for the payment of said taxes, and the special assessments, if any, each year, shall furnish to the other parties evidence of payment of such items not later than July 15 of each  
year. Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise.  
(Decide, for yourself, if that formula is fair if Buyers are purchasing a lot with newly built improvements.)

4. SPECIAL ASSESSMENTS. Sellers shall pay the special assessments against this property. (Strike out either (a) or (b) below.)

~~(a) Which are a lien thereon as of \_\_\_\_\_ (Date)~~

(b) Which are a lien thereon as of June 30, 1994 (Date)

(c) Including all sewage disposal assessments for coverage charge heretofore assessed by any municipality having jurisdiction as of date of possession

Buyers, except as above stated, shall pay all subsequent special assessments and charges, before they become delinquent

5. MORTGAGE. Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Sellers so as not to prejudice the Buyers' equity herein. Should  
Sellers fail to pay, Buyers may pay any such sums in default and shall receive credit on this contract for such sums so paid. MORTGAGE BY SELLERS. Sellers, their successors in interest  
or assigns may hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage for any amount not exceeding  
8000.00 % of the then unpaid balance of the purchase price herein provided. The interest rate and amortization thereof shall be no more onerous than the installment  
requirements of this contract. Buyers hereby expressly consent to such a mortgage and agree to execute and deliver all necessary papers to aid Sellers in securing such a mortgage which  
shall be prior and paramount to any of Buyers' then rights in said property. DEED FOR BUYERS SUBJECT TO MORTGAGE. If Buyers have reduced the balance of this contract to the  
amount of any existing mortgage balance on said premises, they may at their option, assume and agree to pay said mortgage according to its terms, and subject to such mortgage shall  
receive a deed to said premises; or Sellers, at their option, any time before Buyers have made such a mortgage commitment, may reduce or pay off such mortgage. ALLOCATED PAYMENTS.  
Buyers, in the event of acquiring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said premises, reserve the right, if reasonably  
necessary for their protection to divide or allocate the payments to the interested parties as their interests may appear. SELLERS AS TRUSTEES. Sellers agree that they will collect no money  
hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the encumbrance on the interest of Sellers or their assigns in said real  
estate, and if Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent  
and trustee of the Buyers for the use and benefit of the Buyers

6. INSURANCE. Except as may be otherwise included in the last sentence of paragraph 1(b) above, Buyers as and from said date of possession, shall constantly keep in force insurance,  
premiums therefor to be prepaid by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Seller may reasonably require on all  
buildings and improvements, now on or hereafter placed on said premises and any personal property which may be the subject of this contract, in companies to be reasonably approved by  
Sellers in an amount not less than the full insurable value of such improvements and personal property or not less than the unpaid purchase price herein whichever amount is smaller with  
such insurance payable to Sellers and Buyers as their interests may appear. BUYERS SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLERS for the further  
security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair  
the loss if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of  
the obligations herein.

7. CARE OF PROPERTY. Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and  
reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Buyers shall not make any material alteration in said premises without the written consent  
of the Sellers. Buyers shall not use or permit said premises to be used for any illegal purpose

