

THE IOWA STATE BAR ASSOCIATION OFFICIAL FORM NO. 142

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



## **REAL ESTATE CONTRACT-INSTALLMENTS**

IT IS AGREED this 27th day of June 1994, by and between Wayne G. McDonald
and Viola M. McDonald, husband and wife,
of the County <u>Madison</u> , State of Iowa, Sellers; and <u>Todd R. Scott and Terri L.</u>
Scott, husband and wife, as Joint Tenants with full rights of survivorsh and not as Tenants in Common of the County of
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,
ATE OF LOWA. Inst. No. 110 Filed for Record this 13 day of July 19 94 at 2:20 PM
DISON COUNTY, Book 59 Page 408 Recording Fee \$ 11.00 Michelle Utsler, Recorder, By Shirley 4. Her
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 \$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
319 West Court Avenue. Winterset Madison County, lower as follows:  (a) DOWN PAYMENT of \$ None RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED: and
(b) BALANCE OF PURCHASE PRICE. \$ 3,500.00
the first day of August, 1994; and, \$70.02, or more, due on or before the first (lst) 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
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 formute is fair if Buyers are purchasing a lot with newly built improvements.}
4. SPECIAL ASSESSMENTS. Setters shall pay the special assessments against this property. (Strike out either (a) or (b) below.)
oder Windows do Ostalla 26 No. 20 No
(Date)  (c) Including all sewage disposal assessments for overage charge harefolore 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
S. 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, and hereby reserve the right to it all any time mortgage their right. Into or interest rate and amortization thereof shall be no more orierous 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. Their 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 instance of a holder of the fee title, or in the event of a mortgage against said premises, reserve the right, it reasonably necessary for their protection to divide or affocate the payments to the Interested parties as their interests may appear. SELLERS AS TRUSTEES Sellers gene that they will coffect no money hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the ancumbrance on the interest of Sellers or their assigns in said real estete, and if Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as coffecting and receiving said money as the agent and trustee of the Buyers for th
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 therefore to be prepaid by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Sellar 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 Sellars 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 attend as security for the payment of the obligations herein.

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

₱The fowa State Bar Association 1958 This Printing January, 1992

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8 LIENS. No mechanics' ben shall be imposed upon or foreclosed against the real estate described herein.

9. ADVANCEMENT BY SELLERS. If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Sellers may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Selters, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements, see paragraph 5 above.)

10. JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE. If and only if, the Sellers immediately preceding this sale, hold the title to the above described properly in joint tenancy, and such joint tenancy has not later been destroyed by operation of law or by acts of the Sellers, this sale shall not constitute such destructing and the proceeds of this contract, and any continuing and/or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller (or Sellers) and to accept deed solely from him or them consistent with paragraph 14 below unless and except this paragraph is stricken from this agreement.

11. SELLERS. Spouse, if not titleholder immediately preceding this sale, shell be presumed to have executed this instrument only for the purpose of reanquishing all rights of dower, homesteed and distributive share end/or in compliance with section 561.13 Code of lower, and the use of the word "Selters" in the printed portion of this contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in early property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

12. TIME IS OF THE ESBENCE. Time is of the essence in this Agreement. Fadure to promptly assert rights of Setters herein shall not, however, be a warver of such rights or a warver of any existing or subsequent default.

13. EXCEPTIONS TO WARRANTIES OF TITLE. The warrantee of title in any Deed made pursuant to this contract (See paragraph 14) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive coverants as may be shown of record, (c) Easements of record, if any; (d) As limited by peragraphs 1, 2, 3 and 4 of this contract; (e) Selens shall give Special Warranty as to the period after equitable title passes to Buyers; (i) Spouse if not titleholder, need not join in any warranties of the deed unless otherwise stipulated;

(a)	<u>None</u>				
			(Mineral reservations of record?)		
(h)					
(,,,	(Liens?)	(Easements not recorded?)	(Interests of other parties?)	(Lessees?)	
1	4. DEED AND ABSTRACT,	BILL OF SALE. If all said sums of money and	interest are paid to Setters during the life of this contract,	and all other agreements for performan	ce by Buyers
		**************************************	X Warranty Deed conveying said premises	in les simple pursuant to and in confort	maty with this

have been complied with, Sellers will execute and deliver to Buyers a XXXX Warranty Deed conveying said premises in lee simple pursuant to and in conformity with this contract; and Sellers will at this time deliver to Buyers an abstract showing merchantable title, in conformity with this contract. Such abstract shall begin with the government patent (unless pursuant to the lows State Bar Association title standards there is a lesser requirement so period of abstracting) to said premises and shall show title thereto in Sellers as of the date of this contract, or as of such earlier date it and as designated in the next sentence. This contract, or as of such earlier date it and as designated in the next sentence. This contract is the contract of the such as the contract of the contract is a such as the contract is

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18. FORFEITURE. It Buyers (a) fall to make the payments aloresaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against if, by any taxing body before any of such tiems become dehoquent; or (c) fail to keep the property insured, or (d) fail to keep it in reasonable repair as herein required, or (e) fail to perform any of the agreements as herein made or required, then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by fair (Chapter 656 Code of lows). Upon completion of such forfeiture Buyers shall be retained and kept by Sellers as compensation for the use of read property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by fair.

17. FORECLOSURE AND REDEMPTION. If Buyers fall to timely perform this contract, Setters, 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 equiry 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 fable to account to Buyers only for the neil profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract orbitostons.

obegation.
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 shariff's sale in such foreclosure proceedings, the time of one year for redemption from sald sale provided by the statutes of the State of lows shall be reduced to six (6) months provided the Salers, in such action files an election to warre any deliciancy judgment against Buyers which may arise out of the foreclosure proceedings, all to be consistent with the provisions of Chapter 628 of the lows Code. If the 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 626 5, 628 15 and 628 16

redemption period is so reduced, for the liest three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 425.3, 225.13 and 325.00 to the lowe 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) Selbers in such action file an election to walve any deticency judgment against Buyers or their successor in interest in such action file an election to walve any deticency 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 reduce that thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 528.5, 628.15 and 628.16 of the lowe Code shall be reduced to long (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 lowe Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the lowe Code.

18. ATTORNEY'S FEES. In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or little herein of Sellers, or in any other case permitted by tew in which attorney's fees may be collected from Buyers, or imposed upon them, or upon the above described property. Buyers agree to pay reasonable attorneys' fees

19. INTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they become deanquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.

20. ASSIGNMENT. In case of the assignment of this Contract by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and aigned by the other party to this Contract.

21. PERSONAL PROPERTY. If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such personally shall be considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently operato as the forfeiture or foreclosure hereof against all such personal property.

22. CONSTRUCTION. Words and phrases herein, including acknowledgements hereol, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. See paragraph 13 above, for construction of the word "Sellere".

23. SPECIAL PROVISIONS.

1. St. S.

Upon Buyer's completion of the payments due to Seller under this contract, the Seller, at their expense, shall obtain an abstract of title to the real estate continued through the date of this contract and deliver it to Buyer for examination. It shall show merchantable title in Sellers in 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.

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lods of Low
Todd R. Scotte
Serri L. Scott
Terri L. Scott Buyers
323 S. 5th Street
Winterset, Iowa 50273
Buyers' Address
lore me, the undersigned, a Notery Public in and for said State, personally appeared
tore me, the undersigned, a Notery Public in and for said State, personally appeared ald, Todd R. Scott and Terri L.

to me known to be the Identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



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