



REAL ESTATE CONTRACT (SHORT FORM)

It Is Agreed between Harold Dean Shearer and Myrna Loy Shearer, Husband and Wife,

of _____ County, Iowa, **Sellers,** and, Vivian Nell Smith and Verle Victor Smith

of Dallas County, Iowa, **Buyers:**

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

All of Sellers interest as joint tenant in and to:
The North Half (N 1/2) of the Southeast Quarter (SE 1/4) and the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Two (2), Township Seventy-Four (74) North, Range Twenty-Nine (29), West of the 5th P.M.

together with all easements and servient estates appurtenant thereto, upon the following terms:

1. **TOTAL PURCHASE PRICE** for said property is the sum of Ten Thousand Dollars (\$10,000.00) of which One Hundred Dollars (\$100.00) has been paid herewith, receipt of which is hereby acknowledged by Sellers; and Buyers agree to pay the balance to Sellers at residence of Sellers, or as directed by Sellers, as follows:

The entire balance of the purchase price shall be payable cc. upon clear and marketable title conveyed to Buyers

REC PAGE Fee \$10.00 FILED NO. 2688 BOOK 123 PAGE 366 1987 JUN 30 PM 3:47

MARY E. WELTY
RECORDER

2. **INTEREST.** Buyers agree to pay interest from _____ upon the rate of _____ per cent per annum, payable _____ annually.

3. **TAXES.** Sellers agree to pay one-third of one-half of the taxes on the entire tract in the fiscal year commencing July 1, 1986 and ending June 30, 1987, which shall be prorated to the actual date of possession. and any unpaid taxes thereon payable in prior years and any and all special assessments for improvements which have been installed at the date of this contract; and Buyers agree to pay, before they become delinquent, all other current and subsequent taxes and assessments against said premises. **Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise.***

4. **POSSESSION.** Sellers agree to give Buyers possession of said premises on or before December 31 1986

5. **INSURANCE.** Sellers agree to carry existing insurance until date of possession and Buyers agree to accept the insurance recovery instead of replacing or repairing buildings or improvements. Thereafter until final settlement, Buyers agree to keep the improvements upon said premises insured against loss by fire, tornado and extended coverage for a sum not less than \$ _____ or the balance owing under this contract, whichever is less, with insurance payable to Sellers and Buyers as their interests may appear, and to deliver policies therefor to Sellers.

6. **ABSTRACT.** Sellers agree to furnish deliver to Buyers for their examination abstracts _____
_____ continued to the date of this contract showing marketable title in accordance with _____
examination by Buyers the abstract shall be held by Sellers until delivery of deed. Sellers agree to pay for an additional abstracting which may be required by acts, omissions, death or incompetency of Sellers, or either of them, occurring before delivery of deed. Buyer agrees to pay all abstract costs and all other costs of sale except revenue stamps.

7. **FIXTURES.** All light fixtures, electric service cable and apparatus, shades, rods, blinds, venetian blinds, awnings, storm and screen doors and windows, attached linoleum, attached carpeting, water heater, water softener, outside TV tower and antenna, attached fencing and gates, pump jacks, trees, shrubs and flowers and any other attached fixtures are a part of the real estate and are included in this sale except

*Decide for yourself if that formula is fair if Buyers are purchasing a lot with newly built improvements.

8. **CARE OF PROPERTY.** Buyers shall not injure, destroy or remove the improvements or fixtures or make any material alterations thereof without the written consent of Sellers, until final payment is made.

9. **DEED.** Upon payment of all sums owing by Buyers to Sellers by virtue of this contract, Sellers agree to contemporaneously execute and deliver to Buyers a warranty deed upon the form approved by The Iowa State Bar Association and which shall be subject to:

- (a) Liens and encumbrances suffered or permitted by Buyers, and taxes and assessments payable by Buyers.
- (b) Applicable zoning regulations and easements of record for public utilities and established roads and highways.
- (c)

10. **FORFEITURE AND FORECLOSURE.** If Buyers fail to perform this agreement in any respect, time being made the essence of this agreement, then Sellers may forfeit this contract as provided by Chapter 656 of the Iowa Code and all payments made and improvements made on said premises shall be forfeited; or Sellers may declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this contract, in which event Buyers agree to pay costs and attorney fees and any other expense incurred by Sellers. It is agreed that the periods of redemption after sale on foreclosure may be reduced under the conditions set forth in Sections 628.26 and 628.27, Code of Iowa.

11. **PERSONAL PROPERTY.** If this contract includes personally, then Buyer grants Seller a security interest in such personally. In the case of Buyer's default, Seller may, at his option, proceed in respect to such personally in accordance with the Uniform Commercial Code of Iowa and treat such personally in the same manner as real estate, all as permitted by Section 554.9501(4), Code of Iowa.

12. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHT IN REAL ESTATE.** If, and only if, the Sellers, immediately preceding this sale, hold the title to the above described property in joint tenancy, this sale shall not constitute a destruction of that joint tenancy. In that case, all rights of the Sellers in this contract, in the proceeds thereof, and in any continuing or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with full rights of survivorship and not as tenants in common. 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 and to accept deed executed solely by such survivor; but with due regard for the last sentence of paragraph 6, above.

13. **"SELLERS."** Spouse, if not a titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" 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 said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

14. (Here add further terms or provisions)

Words and phrases herein shall be construed as singular or plural and as masculine, feminine or neuter gender according to the context

Dated this 31 day of December, 1986

Harold Dean Shearer
HAROLD DEAN SHEARER

Myrna Loy Shearer
MYRNA LOY SHEARER
Seller

Vivian Nell Smith
VIVIAN NELL SMITH

Verle Victor Smith
VERLE VICTOR SMITH
Buyers

RR1 P.O. Box 734A Waukegan IA.

Buyers' Address
Seller's

Sellers' Address
Buyer's

STATE OF IOWA, Polk COUNTY, ss:

On this 31st day of December, A. D. 1986, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared

Vivian Nell Smith and Verle Victor Smith

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

CLAIRE COLE

Claire Cole

Notary Public in and for said County and State.



Real Estate Contract
(Short Form)

TO

Entered for taxation the

day of _____ 19____

Auditor

Deputy

Filed for record the 30 day

of June, 1987

at 3:47 o'clock P.M., and recorded in

Book 123 of Deeds on page 366

of Madison County Records.

By Mary E. Welty Recorder

Deputy

Fee 1.00

WHEN RECORDED RETURN TO

Wade Smith
RR1 - Box 734A
Waukegan 51363

DEED RECORD 123

367

2688