

## REAL ESTATE CONTRACT (SHORT FORM)

husband and wife	<del></del>	
Sollers and Dwight K Dafforty and		
, Sellers, and	-	
Rafferty, husband and wife as joint tenants wi of survivorship and not as tenants in common Buyers:	th full righ	ıts
Sellers agree to sell and Buyers agree to buy real estate inMadison  County, lowa, described as:		
Northwest Fractional Quarter (NW Fr $\frac{1}{4}$ ) of Sect (30), Township Seventy-four (74) North, Range (26) West of the 5th P.M.		Compi
	FILED NO	1805
with any easements and appurtenant servient estates, but subject to the following:	800K_ <b>124</b>	
a. any zoning and other ordinances,	1988 APR - S	5 AM 10: 5
<ul> <li>b. any covenants of record;</li> <li>c. any easements of record for public utilities, roads and highways; and</li> <li>d. (Consider: liens; mineral rights; other easements; interests of others.)</li> </ul>	n-0.	. WELTY DRDER BUNTY ION
designated the Real Estate, upon the following terms:		\$15.00
PRICE. The total purchase price for the real estate is _Sixty_Thousand	Six Hundred	1
and no/100	Dollars (\$_6.06	<u> </u>
The balance of \$50,000 shall be paid by annual payment year period, including interest at 9% per annum, the larch 15, 1989 and subsequent payments to be made on late each year thereafter until the contract is paid by ment shall be \$9747.03 and subsequent payments shall be \$9747.03 and subsequent payments.	payments com or before th in full 1993 Th I (continue	mencing ne same ne first 1)
INTEREST. Buyers shall pay interest from	•	
the rate of percent per annum, payable		
Buyers shall also pay interest at the rate of $\frac{98}{}$ percent per annum on all sum reasonably advanced by Sellers to protect their interest in this contract, condelinquency or advance.	delinquent amount oputed from the d	s and any ate of the
3. REAL ESTATE TAXES. Sellers shall pay taxes prorated to date	e of possess	ion
and any unpaid real estate taxes payable in prior years. Buyers shall pay all subse		
proration of real estate taxes on the Real Estate shall be based upon such taxes for the the parties state otherwise.	year currently paya	ible unless
4. SPECIAL ASSESSMENTS. Sellers shall pay all special assessments which are	a lien on the Real E	state as of
the date of this contract or	<u> </u>	······································
5. POSSESSION. Sellers shall give Buyers possession of the Real Estate on	<del></del> ,	19
6. <b>INSURANCE.</b> Sellers shall maintain existing insurance upon the Real Estate Buyers shall accept insurance proceeds instead of Sellers replacing or repairing dispossession and until full payment of the purchase price, Buyers shall keep the imprinsured against loss by fire, tornado, and extended coverage for a sum not less than 80 payable to the Sellers and Buyers as their interests may appear. Buyers shall provide insurance.	amaged improvem ovements on the F percent of full insur Sellers with eviden	ents. After Real Estate rable value

217

- 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 except: (Consider: Rental items.)
- 9. **CARE OF PROPERTY.** Buyers shall take good cafe 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 life 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 <u>general warranty</u> deed, free and clear of all liens, restrictions, and encumbrances except as provided in 1.a. through 1.d. Any general warranties of title shall extend only 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, the Sellers may forfeit it as provided in The Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity; the Court may appoint a receiver; and the period of redemption after sale on foreclosure may be reduced under the conditions of Section 628.26 or Section 628.27 of The Code.
  - b. If Sellers fail to timely perform this contract, Buyers have the right to 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 the 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 share or in compliance with Section 516.13 of The 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, the 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 attached hereto.

Dated this day of, 19	
Dight K. Haffefty Marly Rafferty	Jun Denny
Marlys M. Rafferty <b>SUYERS</b>	Saran Frank
2996 133rd N.W. West Des Moines, Iowa, Buyers' Address 50265	- R.R. Lorimor, Iowa 50149 Sellers' Address
On this 3/ day of mack 19 88 and for said State, personally appeared Dwight K. Raff Jack K. Balcombe, Jr. and Sarah Fra	, ss: . before me, the undersigned, a Notary Public in Eerty, Marlys M. Rafferty ank
to me known to be the identical persons named in and who execute to me that they executed the same as their columnary act and de	led the foregoing instrument, and acknowledged ed.  Notary Public in and for Said State.

ADDENDUM TO REAL ESTATE CONTRACT DATED \_\_\_\_\_, 1988.

Jack K. Balcombe, Jr. and Sarah Frank, Sellers Dwight K. Rafferty and Marlys M. Rafferty, Buyers

NWFr1/4 Section 30 T74N R26 West 5th P.M. Madison County, Iowa

Par. No. 1 (continued) Buyers shall have right to prepay any and all amounts without penalty. In the event of foreclosure of this contract, Parties agree that Buyers shall not be held liable for any deficiencies resulting from such foreclosure.

Par. No 17. Additional Provisions

- l. Parties agree that clearing is needed and that if the cost of clearing is under \$1,000.00 Buyers shall refund the difference between the actual cost and \$1,000.00 to Sellers. If the cost of clearing is in excess of \$1,000.00, Buyers shall pay the full cost of clearing.
- 2. Sellers shall have access to a corn crib in which Sellers have stored corn for the purpose of shelling the corn and to a reasonable area around the crib for such purposes until October 31, 1988.
- 3. Sellers may remove any buildings they desire, except the hog house, and will have until September 30, 1988 to do so.
- 4. This offer is subject to the corn base being 61 acres with a yield of at least 100 bushels to the acre, according to ASC S-Form 179 dated March 16, 1988, at date of closing.
- 5. Parties agree that Buyers shall give Sellers written notice prior to March 1 of any given year during the life of this contract if Buyers intend to default on the yearly payment.
- 6. Sellers, Jack K. Balcombe and Sarah Frank, cannot owe more on real estate than Buyer, Dwight K. Rafferty and Marlys M. Rafferty, owes to them.

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