



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between DENNIS ROBERT PHILLIPS and PEGGY LYNN PHILLIPS, Husband and Wife,

Sellers, and DAVID MAXWELL and JEANNETTE MAXWELL, as Joint Tenants with full right of survivorship, and not as Tenants in Common,

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

See real estate description attached hereto.

FILED NO. 1908 BOOK 124 PAGE 248

1908 APR 20 AM 10:21

MARY E. WELTY RECORDER MADISON COUNTY, IOWA

Fee \$10.00

Compared

with any easements and appurtenant servient estates, but subject to the following:

- a. any zoning and other ordinances. b. any covenants of record; c. any easements of record for public utilities, roads and highways; and d. (Consider: liens; mineral rights; other easements; interests of others.)

designated the Real Estate, upon the following terms:

1. PRICE. The total purchase price for the real estate is TEN THOUSAND AND NO/100 Dollars (\$10,000.00) of which ONE THOUSAND AND NO/100 Dollars (\$1,000.00) has been paid. Buyers shall pay the balance to Sellers at their address, or as directed by Sellers, as follows:

\$150.00 on or before August 1, 1987; and \$150.00 on or before the first day of each month thereafter until July 1, 1994, when the entire balance shall be due and payable. Said monthly payments shall be applied first to the interest then unpaid and next upon the balance of the principal.

2. INTEREST. Buyers shall pay interest from July 1, 1987, upon the unpaid balance, at the rate of 9 1/2% percent per annum, payable monthly as set forth above

Buyers shall also pay interest at the rate of 9 1/2% percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. REAL ESTATE TAXES. Sellers shall pay all of the taxes assessed against the said real estate payable in the fiscal year beginning July 1, 1987

and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. SPECIAL ASSESSMENTS. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract or All other special assessments shall be paid by Buyers.

5. POSSESSION. Sellers shall give Buyers possession of the Real Estate on July 1, 1987

6. INSURANCE. Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract _____, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this agreement, 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, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

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 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 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 _____ warranty 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. **JOINER 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 additional provisions attached hereto.

Dated this 9 day of July, 19 87.

David Maxwell
David Maxwell
Jeannette Maxwell
Jeannette Maxwell
BUYERS

Dennis Robert Phillips
Dennis Robert Phillips
Peggy Lynn Phillips
Peggy Lynn Phillips
Peru, Iowa 50222
SELLERS

Buyers' Address

Sellers' Address

STATE OF Iowa, COUNTY OF Madison, ss:

On this 9 day of July, 19 87, before me, the undersigned, a Notary Public in and for said State, personally appeared

Dennis Robert Phillips, Peggy Lynn Phillips, David Maxwell and Jeannette Maxwell.

to me known to be 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.



Jerrold B. Oliver
Notary Public in and for Said State.

Phillips - Maxwell Real Estate Contract

Description of Real Estate

Three acres of real estate, more or less, to include the house and garage, located on the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty (20), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., described as follows:

The South boundary line shall be the section line of said Section Twenty (20). The West boundary line shall be the existing fence West of the garage. The North boundary line shall be the existing yard fence. The East boundary line shall be the existing fence East of the garden; and also the pasture located North and East of the house.

PHILLIPS - MAXWELL REAL ESTATE CONTRACT

ADDITIONAL PROVISIONS

WAIVER OF HOMESTEAD EXEMPTION:

I/We understand that homestead property is, in many cases, protected from the claims of creditors and exempt from judicial sale; and that by signing this contract, I/we voluntarily give up my/our right to this protection for this property with respect to claims based upon this contract.

Dated this 9 day of July, 1987.

David Maxwell
David Maxwell

Jeannette Maxwell
Jeannette Maxwell

At the time of final payment by Buyers to Sellers of all amounts due on this Contract, Sellers shall cause said real estate to be surveyed to obtain a legal description for the above-described real estate. The parties agree that this sale does not include any buildings located on the Southwest Quarter (SW $\frac{1}{4}$) of said Section Twenty (20) other than the house and garage specifically included in this sale.