



# REAL ESTATE CONTRACT (SHORT FORM)

It Is Agreed between Armin C. Van Buren, a married person and  
husband of Edna E. Van Buren

of Clarke County, Iowa, Sellers, and Garnet P. Schultz

of \_\_\_\_\_ 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:

Compare

An undivided one-fourth interest in Seller's undivided one-half interest  
in and to the following described real estate:

The East One-half of the Southwest Quarter (E $\frac{1}{2}$  SW $\frac{1}{4}$ ) and  
the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-four (24),  
Township Seventy-four (74) North, Range Twenty-six (26)  
West of the 5th P.M., Madison County, Iowa

FILED NO. 678  
BOOK 123 PAGE 618

1987 OCT 16 AM 11:10

Fee \$10.00

MARY E. WELTY  
RECORDER  
MADISON COUNTY, IOWA

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

1. **TOTAL PURCHASE PRICE** for said property is the sum of Six Thousand and no/100----  
Dollars (\$6,000.00)

of which One Thousand Three Hundred and no/100----  
Dollars (\$1,300.00) 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:

\$350.00 (which includes principal and interest) on August 1, 1987, and  
the 1st day of each month thereafter until the principal and interest  
are paid in full.

Buyer shall have the right and option of paying additional principal  
amounts, on the first day of any month during the contract term, by  
paying the principal portion of one or more of the next succeeding  
monthly amortized installment payments.

2. **INTEREST.** Buyers agree to pay interest from July 1, 1987 upon the unpaid balances, at  
the rate of 6 $\frac{1}{2}$  per cent per annum, payable monthly.

3. **TAXES.** Sellers agree to pay all taxes which have heretofore been paid

\_\_\_\_\_ 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 July 1  
1987, subject to the existing farm lease period. Buyer shall receive  
one-fourth of Seller's interest in the 1987 growing crops.

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 none (-0-) 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 forthwith deliver to Buyers for their examination abstract of title to said prem-  
ises continued to the date of this contract showing merchantable title in accordance with Iowa Title Standards. After  
examination by Buyers the abstract shall be held by Sellers until delivery of deed. Sellers agree to pay for an ad-  
ditional abstracting which may be required by acts, omissions, death or incompetency of Sellers, or either of them,  
occurring before delivery of deed.

7. **FIXTURES.** All light fixtures, electric service cable and apparatus, shades, rods, blinds, venetian blinds, awn-  
ings, storm and screen doors and windows, attached linoleum, attached carpeting, water heater, water softener, out-  
side 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 you really want to buy. If you are purchasing a home, you will want to know more.

3. 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 construction 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.

JOINDER OF SPOUSE. Edna E. Van Buren, wife of Seller, Armin C. Van Buren, enters into and signs this Contract for the sole purpose of relinquishing all her rights of dower, homestead and distributive share in and to the real estate conveyed herein.

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

Dated this 10<sup>th</sup> day of August 1987

Garnet P. Schultz  
Garnet P. Schultz

BUYERS

#16595 E. Girard Avenue  
Aurora, Colorado 80013  
Buyers' Address

Elmer G. Van Buren P.O.A.  
Elmer G. Van Buren,  
Attorney-in-Fact for  
Armin C. Van Buren

SELLERS

Edna E. Van Buren  
Edna E. Van Buren

Osceola, Iowa 50213  
Sellers' Address

STATE OF IOWA, CLARKE COUNTY, ss:

On this 10<sup>th</sup> day of August, A. D. 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Elmer G. Van Buren, Attorney-in-Fact for Armin C. Van Buren; and Edna E. Van Buren, wife of Armin C. Van Buren

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



Janet Robins

Notary Public in and for State.

STATE OF IOWA, CLARKE COUNTY, ss:

On this 10<sup>th</sup> day of August, A.D. 1987, before me,

the undersigned, a Notary Public in and for the State of Iowa, personally appeared Garnet P. Schultz, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that ~~(he)~~ (she) executed the same as ~~(his)~~ (her) voluntary act and deed.



Janet Robins

Janet Robins

Notary Public in and for said State.