



Sellers, at Buyers expense,

7. **ABSTRACT AND TITLE.** ~~Sellers, at Buyers 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~~ Buyers 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 Special 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. **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 Exhibit "A" to Real Estate Contract and Addendum to Real Estate Contract, attached to this Contract and by this reference are made a part

Dated this 13 day of January, 1988, of this Contract.

Donald L. Daniels  
Donald L. Daniels

Donna M. Daniels  
Donna M. Daniels, **BUYERS**

R.R. # Earlham, Iowa  
**Iowa** Buyers' Address

THE FEDERAL LAND BANK OF IOWA  
By: The Federal Land Bank Association  
of Perry  
Don D. Hatfield **SELLERS**  
Don D. Hatfield  
P. O. Box 520, Perry, Iowa 50250  
Sellers' Address

STATE OF Iowa, COUNTY OF MADISON, ss:

On this 13<sup>th</sup> day of January, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald L. Daniels and Donna M. Daniels

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.

11/89 Kevin W. Klemesrud  
Notary Public in and for Said State.  
Kevin W. Klemesrud

STATE OF IOWA )  
 ) SS.  
COUNTY OF DALLAS )

On this 13th day of January, 1988, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don D. Hatfield, to me personally known, who being by me duly sworn, did say that he is the Assistant Vice President of the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that Don D. Hatfield, as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Judy K. Klemesrud  
NOTARY PUBLIC IN AND FOR SAID COUNTY  
AND STATE, Judy K. Klemesrud



ADDENDUM TO REAL ESTATE CONTRACT

WAIVER OF HOMESTEAD EXEMPTION AND MARITAL RIGHTS

EACH OF THE UNDERSIGNED HEREBY RELINQUISHES ALL RIGHTS OF DOWER, HOMESTEAD AND DISTRIBUTIVE SHARES IN AND TO THE ABOVE DESCRIBED REAL ESTATE AND WAIVES ALL RIGHTS OF EXEMPTION, AS TO ANY OF SAID PROPERTY. EACH OF THE UNDERSIGNED UNDERSTANDS THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, EACH OF THE UNDERSIGNED VOLUNTARILY GIVES UP HIS, HER OR ITS RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Donald L. Daniels  
Donald L. Daniels

DATE 1-13-88

Donna M. Daniels  
Donna M. Daniels

DATE 1-13-88

EXHIBIT "A" TO REAL ESTATE CONTRACT

17. ADDITIONAL PROVISIONS:

- a. INSURANCE: Buyers shall insure and keep insured, against fire or casualty, to the extent of the full insurable value, all buildings or improvements now on, or subsequently placed on, the described property in this Contract. The policy shall name Buyer and Seller as coinsured, as their interest may appear, and shall contain a loss payee clause in favor of Seller. Buyer shall direct the insurance carrier(s) to notify Seller at least 20 days in advance of the termination or expiration of the policy. On or before the effective date of this Real Estate Contract, Buyer shall promptly provide Seller with proof of performance of this provision, and provide Seller with such proof during the term of this agreement as Seller may require.
- b. ADDITIONAL SECURITY: Buyer shall execute and deliver to Seller any and all documents necessary to secure and perfect in Seller all Conservation Reserve Program payments received, or to be received by Buyer during the term of this Real Estate Contract.
- c. FINANCIAL INFORMATION: Buyer shall provide Seller with a certified balance sheet and income statement, in a form acceptable to Seller, on January 14, 1988, and annually thereafter until the Real Estate Contract is paid in full.
- d. INSPECTION AND APPRAISAL: Buyer shall permit Seller, it's designated agents and officers to enter upon the described property to conduct inspections or appraisals, during the term of this Real Estate Contract.

*DD 1-13-88*  
*DD 1-13-88*

*Cancelled*