IOWA STATE BAR ASSOCIATION Official Form No. 142 (Trade-Mark Registered, State of Iowa, 1987)

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Compared

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REAL ESTATE CONTRACT-INSTALLMENT'S

MARY E. WELTY RECORDER IT IS AGREED this 12 day of January ____, 19<u>88</u>, by and between. ਕਿਵਜ਼ਤਰਨ ਦੁਸ਼ਰਣੀ William C. Johnson and Dorothy Johnson, husband and wife THE WIA Fee \$15.00 Madison of the County_ _, State of Iowa, Sellers; and . Joseph A. Borgen and Deborah I. Borgen, husband and wife, as joint tenants with full rights of survivorship

of the County of _ Madison ., State of Iowa, Buyers: That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby; agree with the Sellers to Purchase the following described real estate situated in the County of

<u>Madison</u> · _, State of lowa, to-wit:

See attached legal description labelled Exhibit "A"

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked "Exhibit A" all upon the terms and conditions following:

1. TOTAL PURCHASE PRICE. The buyer agrees to pay for said property the total of \$170,000.00 R. R. #1, Box 119, St. Charles Madison R. R. #1, Box 119, St. Charles (a) DOWN PAYMENT of \$ 10,000.00

(b) BALANCE OF PURCHASE PRICE, \$160,000.00

RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED; and or principal on or before March 1, 1088 and 617 500.00 for principal on or before March 1, 1988 and \$17,500.00 including interest on or before March 1st of each and every year thereafter until March 1, 1998 when the entire remaining principal balance plus accrued interest shall be due and payable. Payments shall be first applied to the payment of accrued interest and then applied to principal. Interest on the unpaid principal shall accrue at the rate of 9% per annum from March 1, 1988.

2. POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on the ... _____, to 88; and thereafter so tong as they shall perform the obligations of this contract. If Buyers are taking subject to the rights Marka April of lessees and are entitled to rentals therefrom on and after date of possession, so indicate by "yes" in the space following 1. TAXES. Sellers shall pay two-thirds of real estate taxes due and payable in the

fiscal year commencing July 1, 1988 and ending June 30, 1989.

and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not assumed by Sellers and all subsequent taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, each year, shall furnish to the other parties evidence of payment of such items not later than July 15 of each year. Any promittee of taxes shall be based upon the taxes for the year currently payable unless the parties state.

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

- 4. SPECIAL ASSESSMENTS. Sellers shall pay the special assessments against this property: (Strike out either (a) or (b) below.)
 - (a) Which, if not paid in the year 1988 ..., would become delinquent and all assessments payable prior thereto.

- (Date)

 (c) Including all sewage disposal assessments for overage charge heretofore assessed by any municipality having jurisdiction as of date of possession. Buyers, except as above stated, shall pay all subsequent special assessments and charges, before they become delinquent.
- 5. MORTGAGE. Any mortgage or encumbrance of a similar nature against the said properly shall be timely paid by Sellers so as not to prejudice the Buyers hity herein. Should Sellers fail to pay, Buyers may pay any such sums in default and shall receive credit on this contract for such sums so paid. MORTGAGE SELLERS. Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in premises or to renew or extend any existing mortgage for any amount not exceeding 50 % of the then unpaid balance of the pur-

such premises or to renew or extend any existing mortgage for any amount not exceeding 50 % of the then unpaid balance of the purchase price herein provided. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this contract. Buyers hereby paramount to such a mortgage and agree to execute and deliver all necessary paramount to any of Buyers' then rights in said property. DEED FOR BUYERS SUBJECT TO MORTGAGE. If Buyers have reduced the balance of this contract subject to such mortgage shall receive a deed to said premises; or Sellers, at their option, any time before Buyers have made such a mortgage according to its terms, and reduce or pay off such mortgage. ALLOCATED PAYMENTS. Buyers, in the event of acquiring this property from an equity holder instead of a holder of the fee interested parties as their interests may appear. SELLERS AS TRUSTEES. Sellers agree that they will collect no money hereunder the exempt of the such a mortgage according to the second of the second of the fee interested parties as their interests may appear. SELLERS AS TRUSTEES. Sellers agree that they will collect no money hereunder in excess of the amount of the Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyers for the use and benefit of the Buyers.

- 4. INSURANCE. Except as may be otherwise included in the last sentence of paragraph I(b) above, Buyers as and from sald date of possession, shall constantly keep in lorce, insurance, premiums therefor to be prepoid by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casualties which may be the subject of this contract, in companies to be reasonably approved by Sellers in an amount not less than the full insurable value of such improvements and personal property or not less than the unraid burrhase price herein whichever amount is smaller with such insurance payable to Sellers and Buyers as the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair the loss if the proceeds be adequale; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as securing the payment of the obligations herein.
- 7. CARE OF PROPERTY. Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injury destroy or remove the same during the life of this contract. Busers shall not make any material may destroy or remove derelict or junk buildings without prior consent of series. No mechanics lies shall be imposed upon or foreclosed against the real estate described herein.

 Sellers.

 Sellers.
- 9. ADVANCEMENT BY SELLERS. If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed. Sel such sums so advanced may, at the election of Sellers, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements and so secured. (For Buyers' rights to make advancements)

of constitute such destruction and the proceeds of this contract, and any continuing and/or receptured rights of Sellers in said real estate, shall be and continue Sellers as joint tenants with rights of survivorship and not as tenants in common; and Buyers, in the event of the death of one of such joint tenants, agree to pay belonce of the proceeds of this contract to the surviving Seller (or Sellers) and to accept deed solely from him or them consistent with paragraph is stricken from this agreement. Vs. "SELLERS." Spouse, if not titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of sishing all rights of dower, homesteed and distributive share and/or in compliance with section 561.13 Code of lowe; and the use of the word "Sallers" in the disposition 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 proport in the sale proceeds, nor bind such spouse except as eforesaid, to the terms and provisions of this contract. 11. TIME IS OF THE ESSENCE of this Agreement. Failure to promptly assert rights of Sallers hardin shall not, however, be a waiver of such rights or ever of any existing or subsequent default. 12. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any Deed made pursuant to this contract (See paragraph 13) shall be without servation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Essements of record, if any; (d) A nited by paragraphs 1, 2, 3 and 4 of this contract; (e) Sellers shall give Special Warranty as to the period after-equitable title passes to Suyers; (f) Spower not a titleholder, need not join in any warranties of the deed unless otherwise stipulated: (g) (Mineral reservations of record?) (Liens?) (Easements not recorded?) · (Interests of other parties?) (Lessees 7) 13. DEED AND ABSTRACT, BILL OF SALE. If all said sums of money and interest are paid to Sallers during the life of this contract, and all other agree a next sentence. This contract supercedes the p sy of _______ Sellers shall also pay the cost of any obstracting due to any act or change in the personal affairs of Satiers resulting in a lange of title by operation of law or otherwise. If any personal property is a part of this agreement, then upon due performance by Buyers, Saliers shall execute ed deliver a Bill of Sale consistent with the terms of this contract. Sellers shall pay all taxes on any such personal property payable in 19_1 payable prior thereto. <u>not</u> 14. APPROVAL OF ABSTRACT, Buyers have... _examined the abstract of title to this property and-such-abstract—is this Contract is subject to Buyers' attorney examining and accepting the Abstract of Title. 18.1. FORFEITURE. If Buyers (a) fail to make the payments ofcressed, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessents or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items, become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in resolutions have a series and a contract the sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeil and incell this contract as provided by law (Chapter 454-Code of lows). Upon completion of such forfeiture Buyers shell have no right of reclamation or compensation for money paid, or improvements if any shall be retained and kept by Sellers as compensation for the use said property, and/or as liquidated demages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or persons all be in possession of said real estate or any part thereof, such party or perties in possession shall at once peacefully remove therefrom, or failing to do so ay be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law. -18.3 FORECLOSURE: If Supers feit, in any one or more of the specified ways to comply with this contract; as in (a), (b), (c), (d), or (a), or sumbared segreph. 16.4 above provided; felter may upon thirty (10) -days written estimates elimentice—to excelerate the payment of the mitire—to interpret of the felter such defaults—are not-removed, declare—the entime belance—hereunder immediately, due, and payable; and the safety of the felter if contract may then be foreclosed in equity and a receiver may be appointed to take scharge of seld-premises and collect the seats and profits its most to supplied in may be directed by the Court. 16. ATTORNEY'S FEES. In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the title herein of Sellers, or in any other case permitted by law in which attorney's fees may be collected from Buyers, or imposed upon them, or upon the above scribed property. Buyers agree to pay reasonable attorneys' fees. 17. INTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all nounts herein as and effer they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disburseants. 18. ASSIGNMENT. In case of the assignment of this Contract by either of the parties, prompt notice shall be given to the other parties, who shall at the ne of such notice be furnished with a duplicate of such assignment by such assignment. Any such assignment shall not terminate the liability of the assignor to orform, unless a specific release in writing is given and signed by the other party to this Contract. 19. PERSONAL PROPERTY. If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such resonally shall be considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently personal property. 20. CONSTRUCTION. Words and phrases kerein, including acknowledgments hereof, shall be construed as in the singular or plural number, and as masculine, mining or neuter gender, according to the context. See paragarph 10½, above, for construction of the word "Sellers."

21. SPECIAL PROVISIONS. Buyer has the right to make additional payments on principal not xceed \$20,000.00 in any one calendar year.

22. Seliperus reserve the right to use all grain storage facilities until ember 15" 1988 pand hay storage facilities intil June 15, 1988.

23. Seliperus reserve the right to use all grain storage facilities until June 15, 1988.

24. A Borden seph A olinson yu Torothy Johnson SELLERS **BUYERS** Deborah I. Borgen ≀,R. #1 0570 GRENBUT Des Moives Charles, Iowa 50240 Sellers' Address 50322 Bayers' Address A. D. 1988, before me, the undersigned.

A. D. 1988, before me, the undersigne Madison ATE OF IOWA - A. D. 1988, before me, the undersigned, a Notary Public in and for said State, personally and Dorothy Johnson, husband and wife, and thown to be he identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as) () () Hacke وم Charles E. Tucker. Notary Public in and for SEALO ŧ Deputy County A. M. and recorded Deputy Records of Leede on page 292 2 taxetion Real Estate Contract Building IA 50309 ٥ Cunningham County delivered William C. Johnson è Installments Borgen WHEN RECORDED RETURN Borgen Johnson Pue and books ဝ indexed Recorder's end Auditor's Foe of Fix3 o'clock Hubbell Moines Joseph A. trensfer Dorothy Deborah Michael Book 1233 6 record. 11 Pods 620 Auditor this þ Entered

the following described premises, altuated in the County of Madison, and State of lows, to-wit:

The Southeast Quarter (\(\frac{1}\)) of the Southeast Quarter (\(\frac{1}\)) of Section Twelve (12) and the East One-fourth (\(\frac{1}\)) of Section Thirteen (13), in Township Seventy-five (75)

North, of Range Twenty-seven (27) West of the 5th P.M., and the South Half (\(\frac{1}{2}\)) of the Southwest Fractional Quarter (\(\frac{1}{2}\)) of Section Seven (7) and the Northwest Fractional Quarter (\(\frac{1}{2}\)) and the West Half (\(\frac{1}{2}\)) of the Northwest Quarter (\(\frac{1}{2}\)) of the Southeast Quarter (\(\frac{1}{2}\)) of Section Eighteen (18) and a part of the Southwest Fractional Quarter (\(\frac{1}{2}\)) of said Section Eighteen (18) described as follows: commencing at the Northwest corner of said tract and running thence South on the West line thereof to a point 25 rods North of the Southwest corner thereof, thence in a Northeasterly direction on a straight line to a point on the East line of said Quarter (\(\frac{1}{2}\)) Section 34 rods North of the Southeast corner thereof, thence North on the East line of said Quarter (\(\frac{1}{2}\)) Section to the Northeast corner thereof, thence West on the North line to the place of beginning, in Township Seventy-five (75) North, of Range Twenty-six (26) West of the 5th P.M.

EXHIBIT "A"