

STATE OF IOWA, ss. Inst. No. 913 Filed for Record this 31 day of October 19 88 at 3:45 PM
MADISON COUNTY, Book 125 Page 14 Recording Fee 15.00 Mary E. Wally, Recorder, By Deputy

COMPUTER COMPARED

REAL ESTATE CONTRACT (SHORT FORM)

IND. REC. PAGE

It Is Agreed between

Union State Bank,
an Iowa Banking Corporation,
of Madison County, Iowa. Sellers, and James D. McDonald and Beverly McDonald, husband and wife, as Joint Tenants with full right of ownership in the survivor, and not as Tenants in Common,
of Madison 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:

The South One-half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ S $\frac{1}{2}$ W $\frac{1}{4}$) of Section Two (2), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa:

EXCEPT that portion of the above-described real estate deeded to the State of Iowa for highway purposes,

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

1. TOTAL PURCHASE PRICE for said property is the sum of Sixty Thousand & No/100 Dollars (\$60,000.00) of which Two Thousand & No/100 Dollars (\$2,000.00) 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: \$58,000 principal when Seller tenders marketable abstract and title to the premises, subject, however, to Buyers having a reasonable period of time, not to exceed ten (10) days, to have the abstract and title examined. In the event final settlement has not been completed by December 1, 1988, Buyers shall pay Seller \$479.90 rent, per month from December 1, 1988, until final settlement. The rent shall be payable in advance, on the first day of the month, and shall be prorated in the month in which final settlement on the Contract occurs.

2. INTEREST. Buyers agree to pay interest from none upon the unpaid balances, at the rate of -0- per cent per annum, payable annually.

3. TAXES. Buyers agree to assume and pay any and all unpaid real estate taxes 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 October 26 19 88

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 insurable cash value 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 premises 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 additional 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, awnings, storm and screen doors and windows, attached linoleum, attached carpeting, water heater, water softener, outside 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.

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

8. 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) Any existing liens and/or encumbrances as of October 26, 1988, other than any liens or encumbrances arising from, or referred to in, the Real Estate Mortgage Foreclosure Action involving the Small Business Administration, Federal Land Bank of Omaha, and Union State Bank of Winterset which is designated as Civil Action No. 88-079-B in the United States District Court for the Southern District of Iowa, Central Division.

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.

11. 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 destruction 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 8, above.

12. "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 laws; 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.

13. FINANCING. Sellers shall finance \$45,000 of the sale price at 11 1/2% interest, amortized on a 20 year basis but with the loan ballooning at the end of 3 years. The loan shall require monthly payments of \$479.90, which includes principal and interest. The loan shall be secured by a first mortgage and lien on the real estate being conveyed herein. The loan shall permit unlimited prepayment at any time, without penalty.

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

Dated this 28th day of October 19 88

James D. McDonald
James D. McDonald
Beverly McDonald
BUYERS

Union State Bank
By James F. Herrick - President
SELLERS

Winterset, Iowa 50273
Buyers' Address

201 W. Court
Winterset, Iowa 50273
Sellers' Address

STATE OF IOWA MADISON COUNTY, ss:
On this 28th day of October, A. D. 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James D. McDonald and Beverly McDonald, husband and wife,

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



Sherry A. Tolley, Notary Public in and for said County and State.

913

Real Estate Contract
(Short Form)

TO

Entered for taxation the _____ day of _____ 19____ Auditor _____ Deputy _____

Filed for record the 31 day of October 19 88 at 3:45 o'clock P.M., and recorded in Book 125 of Deeds on page 14 of Madison County Records. Recorder _____ Deputy _____

WHEN RECORDED RETURN TO

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, MADISON COUNTY, ss:

On this _____ day of October, 19 88, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James F. Herrick

_____, to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing Instrument to which this is attached, that ~~(no seal has been prepared by the)~~ (the seal affixed thereto is the seal of the) corporation; that said Instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of its Board of Directors; and that _____

~~James F. Herrick~~ James F. Herrick as officer acknowledged the executive of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



IOWA STATE BAR ASSOCIATION
Official Form No. 172
Current January, 1988

Sherry A. Tolley, Notary Public in and for said State.

(Sections 558.38 and 558.39, Code of Iowa)

Acknowledgement: For use in the case of corporations