



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between RO-RO-JOE PROPERTIES, a Partnership composed of Joseph H. Zerull and Robert C. Crane, as partners,

Sellers, and ALAN M. HILDESTAD and SANDRA L. HILDESTAD, 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 description of real estate attached. Compared

COMPUTER

FILED NO. 389 BOOK 124 PAGE 602

1988 AUG 19 PM 2:19

MARY E. WELTY RECORDER MADISON COUNTY IOWA Fee \$20.00

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 ONE HUNDRED FORTY THOUSAND AND NO/100 Dollars (\$ 140,000.00 ) of which THIRTY THOUSAND AND NO/100 Dollars (\$ 30,000.00 ) has been paid. Buyers shall pay the balance to Sellers at their address, or as directed by Sellers, as follows: The balance of of \$110,000.00 shall be paid as follows: \$5,000.00 on principal on or before January 2nd of each year, beginning January 2, 1989 until July 1, 1992, when the entire unpaid balance shall be due and payable. Buyers may pay all or any part of the principal at any time.

2. INTEREST. Buyers shall pay interest from April 20, 1988, upon the unpaid balance, at the rate of ten percent per annum, payable annually on January 2nd of each year, beginning January 2, 1989. Buyers shall also pay interest at the rate of ten 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 10/12 of the taxes assessed against said real estate payable in the fiscal year beginning July 1, 1988,

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 April 20, 19 88.

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. **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.**

Dated this 18 day of May, 1988.

Alan M. Hildestad  
Alan M. Hildestad  
Sandra L. Hildestad  
Sandra L. Hildestad **BUYERS**

RO-RO-JOE PROPERTIES  
By Joseph H. Zerula  
Joseph H. Zerula, Partner **SELLERS**  
By Robert C. Crane  
Robert C. Crane, Partner

\_\_\_\_\_  
**Buyers' Address**

\_\_\_\_\_  
**Sellers' Address**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_

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.

\_\_\_\_\_  
Notary Public in and for Said State.

DESCRIPTION OF REAL ESTATE

The Northwest Quarter (1/4) and the West Half (1/2) of the Northeast Quarter (1/4), and all that part of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) lying Northwest of the Southeasterly line of the right of way of the Des Moines, Osceola & Southern Railroad Company, and the following-described tract of land: Commencing at a point 14-1/2 rods East of the Northwest corner of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirty-five (35), running thence East 26 rods, thence South 21 rods, thence West 26 rods, thence North 21 rods to the place of beginning, all in Section Thirty-five (35) in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, EXCEPT a parcel of land in the North Half (1/2) of the Northwest Quarter (1/4) of said Section 35, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as: Beginning at the Northwest corner of said Section 35, thence along an existing fence, South 04 degrees 36' 48" West 749.44 feet; thence along the centerline of County road, North 83 degrees 11' 50" East 408.02 feet; thence North 82 degrees 00' 38" East 445.50 feet; thence North 86 degrees 02' 55" East 183.47 feet; thence North 33 degrees 02' 04" East 594.47 feet; thence Northeasterly 274.87 feet along a 276.47 foot radius curve concave Southeasterly and having a central angle of 56 degrees 57' 56" and a chord bearing North 61 degrees 31' 01" East 263.69 feet; thence leaving said road, on an assumed bearing of North 90 degrees 00' 00" West a distance of 1524.91 feet along the north line of said section to the point of beginning, containing 18.605 acres, more or less, including public road, and 17.161 acres, more or less, excluding public road.

ADDITIONAL PROVISIONS:

1. In the event that all or any part of the above-described real estate is sold by Buyers, or in the event Buyers assign this Contract, Seller shall have the right to declare the entire unpaid balance to be immediately due and payable.

2. Seller shall have the right to use the existing corn crib and grain storage facilities until September 1, 1988. Seller shall keep said corn crib and said storage facilities insured until said date of September 1, 1988.

3. Seller shall use its best efforts to acquire shipping orders to remove sealed corn from the metal machine shed on or before June 1, 1988. Such removal is subject to approval by the Madison County ASCS office. Seller shall keep said building insured until removal of grain by Seller.

4. Seller has enrolled the above-described real estate in the 1988 farm program as 30% A.C.R. Said benefits shall be transferred to Buyers.

5. It is understood that the sale of the above-described real estate is co-brokered between Crane Associates of Iowa City, Iowa, and Iowa Realty of Winterset, Iowa. The commission earned on the sale of said real estate shall be divided equally between said brokers.

6. Buyers shall have the right to sell timber land on said real estate. The net proceeds of the sale of said real estate shall be paid to Seller to apply upon the balance of this Contract. Seller shall apply said proceeds to the existing mortgage against said real estate. In the event any survey or additional abstracting is necessary as a result of said sale, said survey and abstracting shall be at Buyers' expense.

STATE OF IOWA )  
 ) ss  
Johnson COUNTY )

On this 24th day of May, 1988, before me, the undersigned, a Notary Public in the for the State of Iowa, personally appeared JOSEPH H. ZERULL and ROBERT C. CRANE, to me personally known, who being by me duly sworn did say that are the partners of RO-RO-JOE PROPERTIES, a partnership, and that said instrument was signed on behalf of the said partnership by authority of the partners and the said partners acknowledged the execution of said instrument to be the voluntary act and deed of said partnership by it and by them... voluntarily executed.

Edward M. Flakus  
Notary Public in and for the  
State of Iowa



Notary Public in the State of Iowa  
My Commission Expires Sept. 22, 1989