



COMPUTER

REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between W. Robert Mills and Gayla F. Mills, husband and wife

FILED NO. 2258
BOOK 55 PAGE 57

Sellers, and George M. Montross

89 MAY 17 AM 9:18

Buyers. Madison
Sellers agree to sell and Buyers agree to buy real estate in Madison County, Iowa, described as:

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$15.00

Lots 7, 9, 10, 11, 12, 17, 18, 19, 20, 21, 22 and 23 of Northwest Development - Plat 1, in Winterset, Madison County, Iowa.

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 FOUR THOUSAND AND NO/100 Dollars (\$ 144,000.00) of which NONE Dollars (\$ 0.00) has been paid. Buyers shall pay the balance to Sellers at their address, or as directed by Sellers, as follows:

\$50,000.00 immediately upon approval of Seller's marketable title by Buyer's attorney pursuant to examination of abstract of title for the above described real estate.

The balance of \$94,000.00 is payable 25 May 1993.

See Exhibit "A" for additional provisions.

2. INTEREST. Buyers shall pay interest from 25 May 1989 upon the unpaid balance, at the rate of 10.0 percent per annum, payable Quarterly. Buyers shall also pay interest at the rate of 10.0 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 21/24 of the regular real estate tax payable in the 12 month fiscal year that begins 1 Jul 1989,

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 25 May, 19 89.

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.

FOR ASSIGNMENT SEE

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for assignment to Gayla F. Mills see deed rec 57-235

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 herein. 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. **JOINER 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 561.13 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.

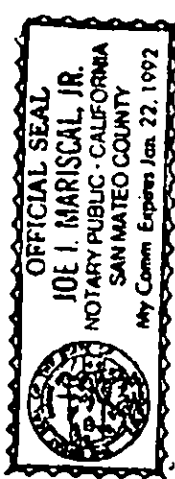
16. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. **ADDITIONAL PROVISIONS.** See Exhibit A attached.

Dated: May 12, 1989

George M. Montross
Buyers
1512 Chapin Avenue
Burlingame, CA 94010
Buyer's Address

W. Robert Mills Sellers
Gayla F. Mills
P. O. Box 308
Winterset, Iowa 50273
Seller's Address



STATE OF IOWA, COUNTY OF MADISON, ss:
On this 15th day of May, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared W. Robert Mills and Gayla F. Mills

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.



Alice Parker
Notary Public in and for Said State.

STATE OF CALIFORNIA, COUNTY OF San Mateo, ss:
On this 12 day of May, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared George M. Montross

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.

Joe I. Mariscal, Jr.
Notary Public in and for Said State.

REAL ESTATE CONTRACT
W. ROBERT MILLS AND GAYLA F. MILLS, SELLERS
GEORGE M. MONTROSS, BUYER

EXHIBIT A

17. The total purchase price consists of 12 lots at \$12,000.00 each for a total of \$144,000.00.

The down payment of \$50,000.00 consists of \$4,166.67 for each of the 12 lots.

18. The balance of the purchase price, \$94,000.00, is due and payable 25 May 1993. However, as long as Buyer is current on all payments, Buyer may prepay principal at any time in any amount. And in particular, Buyer may prepay the total balance of the purchase price of any one or more lots and shall receive from Sellers a warranty deed to such lot or lots. This is necessary to facilitate the subsequent resale of the lots by Buyer.

19. Buyer shall pay interest quarterly, beginning 25 Aug 1989, and continuing at 3 month intervals thereafter until 25 May 1993 at which time all accrued interest and unpaid principal is due and payable.

20. This contract shall be automatically null and void if Sellers have not signed and had their signatures notarized hereon on or before 18 May 1989, and returned the fully completed contract to Buyer's attorney's office by 18 May 1989.

George M. Montross
12 May 1989