CL0583

REAL ESTATE DEED RECORD 125 INSTALLMENT CONTRACT

IT IS AGREED this day ofMarch	
Bank, a/k/a Union State Bank of Winterset,	
of the County ofMadison, State of Iowa, Sellers; andLloyd_K	. <u>Spar</u> ks <u>, a marrie</u> d
person, and Judith A. Sparks, his wife, as joint	tenants with full
rights of survivorship and not as tenants in com	mon,
of the County of <u>Madison</u> State of lowa. Buyers:	
That the Sellers agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agr	ree to purchase the following described 🐍
real estate situated in the County of Madison and State of lowa, to-wit:	'
Long Legal See Attached Addedum "A"	FILED NO PAGE 344
	1989 HAR -3 NH 10: 3 1
IND. Rec. Pagi	MARY E. WELTY RECORDER MADISON COUNTY. 10WA Fee \$15.00
together with any easements and servient estates appurtenant thereto, but with such reservations and e and certain personal property as may be herein described or as an itemized list attached hereto and ma	
Conditions following: 1 Union State Bank, The Buyer agrees to day for said properly the total of 1 10 Was to 10 Winterset, Toward	8 8 0 0 0 . due and payable at
(b) BALANCE OF PURCHASE PRICE, \$ 78,800.00 at the option of the Buyers) (and more as may be increased by the provision of the last sentence day of March 190,000.00 included the Buyers) (and more replaced by the provisions of the last sentence of this paragram and every consecutive indeed thereafter until all sums due under this contract are paid in full, including of	aph) on or before the IST
4. TAXES. Seller shall paySEE ITEM #17 on reverse side	
and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not assumed by same become delinquent. Any proration of taxes shall be based upon the taxes for the year curious special assessments against this property (a) Which are a lien thereon as of <u>March</u> 3, 1989 (Date)	
(b) Including all sewage disposal assessments assessed by any municipality having jurisdict Buyers, except as above stated, shall pay all subsequent special assessments and charges, before. 6. INSURANCE. Except as may be otherwise included in the last sentence of paragraph 1(5) possession, shall constantly keep in force, insurance, premiums therefor to be prepaid by buyers (with tornado, other hazards, casualties and contingencies as Seller may reasonably require on all buildings and on said premises and any personal property which may be the subject of this contract. In companies to be than the full insurable value of such improvements and personal property or the unpaid purchase price he insurance payable to Sellers and Buyers as their interests may appear. Buyers shall promptly deposit such the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceed sellers to replace or repair the loss if the proceeds be adequate; If not, then some other reasonable appears event, such proceeds shall stand as security for the payment of the obligations herein. 7. LIENS. No mechanics' liens shall be imposed upon or foreclosed against the real estate described any event, such proceeds shall stand as security for the payment of the obligations herein. 9. MORTGAGE. Any mortgage or encumbrance of a similar nature against the said property shall judice the Buyers' equity herein. Should Sellers fail to pay, Buyers may pay any such sums in default and sums so paid. Mortgage by Sellers. Sellers, their successors in interest or assigns may, and hereby reserve title, or interest in such premises or to renew or extend any existing mortgage for any amount not e balance of the purchase price herein provided. The Buyers hereby expressly consent to such a mortgage of the purchase price herein provided. The Buyers hereby expressly consent to such a mortgage against said premises in securing such a mortgage which shall be prior to and paramount to an Deed for Buyers Subject to Mortgage. If Buyers	above. Buyers as and from said date of sout notice or demand) against loss by fire, d improvements, now on or hereafter placed se approved by Sellers in an amount not less trein, whichever amount is smaller, with such policy with Sellers for the further security for ds may be used under the supervision of the olication of such funds shall be made; but in bed herein. Is and other improvements now or hereafter if the timely paid by Sellers so as not to predict the right to accept time mortgage their right. Exceeding % of the then unpaid stragge and agree to execute and deliver all my of the Buyers' then rights in said property. Int of any existing mortgage balance on said subject to such mortgage shall receive a deed timent, may reduce or pay off such mortgage, a holder of the fee title, or in the event of a he payments to the interested parties as their ess of the amount of the unpaid balance under assigns in said real estate; and if Sellers shall

10. JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE. If and only if, the Sellers immediately preceding this sale, hold the title to the above described property in joint tenancy, and such joint tenancy has not later been destroyed by operation of law or by acts of the Sellers, this sale shall not constitute such destruction and the proceeds of this contract, and any continuing and / or recaptured rights of Sellers in said real estate shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common. SELLERS. Spouse, if not 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 for in compliance with section 561.13 Code of lowa; and the use of the word "Sellers" in the printed portion of this contract, without notice, 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 provison of this contract. 11. DEED AND ABSTRACT AND APPROVAL OF ABSTRACT. If all said sums of money and interest are paid to Sellers during the life of this . Warranty Deed conveying said premises in fee simple contract, Sellers will execute and deliver to Buyers a ... pursuant to and in conformity with this contract. Sellers will at this time deliver to Buyers an abstract showing merchantable title, in conformity with Buyers have examined the abstract of title to this property and such abstract is accepted. This contract supersedes the previous written offer of Buyers to buy the above described property which was accepted by Sellers on the 29th day of December 1988. Sellers shall also pay the cost of any abstracting due to any act or change in the personal affairs of Sellers resulting in a change of title by 12. FORFEITURE, if Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments 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 reasonable repair as herein required, or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of lows). Upon completion of such forfeiture, Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and I or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and / or liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be removed as such as provided by law. 13. FORECLOSURE. If Buyers fail, in any one or more of the specified ways to comply with this contract, as provided above, Sellers may upon thirty (30) days written notice of intention to accelerate the payment of the entire balance, during which thirty (30) days such default or defaults are not removed, declare the entire balance hereunder immediately due and payable; and thereafter at the option of the Sellers this contract may then be foreclosed in equity and a receiver may be appointed to take charge of said premises and collect the rents and profits thereof to be applied as may be directed by the Court. 14. ATTORNEY'S FEES, In the case of any action, or in any proceeding in any Court to collect any sums payable or secured herein, or to protect the lien or 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 described property. Buyers agree to pay reasonable attorney's fees. 15. ASSIGNMENT. In the 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 time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract. 16. CONSTRUCTION. Words and phrases herein, including acknowledgments hereof, shall be construed as the singular or plural number. and as masculine feminine or neuter gender according to the context shall pay all real estate taxes that are 17. SPECIAL PROVISIONS. TAXES: The SELLERS shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given. SELLER shal give BUYER a credit for the the prorated share of taxes based on the date of possession. BUYER shall pay taxes as they become due and prior to deliquency. 18. Contract shall be paid in full at the end of five (5) years or may be re-negotiated. 19. This contract SHALL allow buyers to prepay all or any part of the principal. Without penalty. 20. This contract SHALL is be due and payable in full upon sale or assignment by BUYERS. ment by BUYERS. Executed in (duplicate) or (triplicate). UNION STATE BANK 7 **SELLERS BUYERS** ឋudith A. Sparks Fed. I.D. NO. 42-0573040 **ACKNOWLEDGEMENT** STATE OF IOWA Madison COUNTY OF March 19 89, before me, the undersigned, a Notary Public in and for the State of day of _ <u>Lloyd K. Sparks and Judith A. Sparks, husband and wife.</u> lowa, personally appeared_ to me known to be the identical persons named in and who executed the within and foregoing instrugient, and acknowledged that they executed the same as their voluntary act and deed enus NOTARY PUBLIC IN AND FOR THE STATE OF IOWA STATE OF IOWA County of Madisonday of March D. 1989, before me appeared D. A. Bolton to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President _____respectively of______end______ Union State Bank _____and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and scaled in behalf of said corporation by authority of its board of directors, and said_________ and D. A. Bolton acknowledged said instrument to be the voluntary act and deed of said corporation.

DEED REC 125

Notery Public in and for Madison

ADDENDUM "A"

DESCRIPTION:

A parcel of land located in the South Three fourths of the East Half of Section 11, The North Half of the Southwest Quarter of the Northwest Quarter of Section 12, and in the Northeast Quarter of Section 14, all In Township 74 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:

Beginning at the Northeast Corner of Section 14, T74N, R28W of the 5th P.M., Madison County, lowa; thence, along the East line of said Section 14, South 00°14'00" West 934.14 feet; thence North 88°37'31" West 364.79 feet; thence South 00°18'22" East 420.58 feet to the centerline tangent of county road # G-61; thence, along said centerline tangent, North 79°49'12" West 176.35 feet; thence North 62°37'22" West 1819.70 feet; thence continuing 18 long said centerline, North 65°58'43" West 501.10 feet to the West line of 18 long said centerline, North 65°58'43" West 501.10 feet to the East 113.80 feet along the NE.½ of said Section 14; thence North 00°38'07" East 113.80 feet along said west line; thence South 78°25'17" East 139.70 feet; thence South 62°37'53" East 369.89 feet to the Easterly R.O.W. line of U.S. Hwy. # 169; thence, along said R.O.W. line, North 02°04'01" West 2295.60 feet; thence; North 07°50'40" West 253.35 feet; thence North 02°03'11" West 599.96 feet; North 07°50'40" West 253.35 feet; thence North 02°07'03" West 914.50 thence North 108°48'38" West 252.35 feet; thence North 02°07'03" West 914.50 thence North 11 long of S.½ of the NE.½ of Section 11, T74N, R28W; thence feet to the North 11 long of S.½ of the NE.½ of Section 12, T74N, R28W; thence South 00°09" West 653.44 feet; thence North 89°36'21" West 1318.16 feet to the Corner of the SW.½ of the NW½ of Section 12, T74N, R28W; thence South 00°09" West 653.44 feet; thence North 89°36'21" West 1318.16 feet to the East line of said Section 11; thence, along said East line, South 00°20'09" West 3290.54 feet to the Point of Beginning. Said parcel of land contains 272.320 acres, including 5.058 acres of county road right of way.