



# REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Union State Bank

\_\_\_\_\_

\_\_\_\_\_, Sellers, and William G. Eischen

\_\_\_\_\_, Buyers:

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

See Exhibit I attached hereto and by this reference made a part hereof.

Completed

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with any easements and appurtenant servient estates, but subject to the following:

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- 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.) None

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

designated the Real Estate, upon the following terms:

1. **PRICE.** The total purchase price for the real estate is Thirty-Eight Thousand Nine Hundred Ninety-Five and 45/100 Dollars (\$38,995.45)

of which Two Hundred Ten and 15/100 Dollars (\$ 210.15) has been paid. Buyers shall pay the balance to Sellers at their address, or as directed by Sellers, as follows:

\$305.00 on January 5, 1989 and each month thereafter until February 5, 1990, when the balance will be due and payable.

2. **INTEREST.** Buyers shall pay interest from December 5, 1988 upon the unpaid balance, at the rate of 8 percent per annum, payable monthly

Buyers shall also pay interest at the rate of 18 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~~ <sup>Buyer</sup> shall pay all taxes now due and payable or to become due and payable.

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 NONE  
All other special assessments shall be paid by Buyers

5. **POSSESSION.** Sellers ~~shall give~~ <sup>gave</sup> Buyers possession of the Real Estate on July 14, 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.

*For Extension of Contract see deed Rec 126-572*

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.) No Exceptions

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 23rd day of December, 19 88.

William G. Eischen  
BUYERS

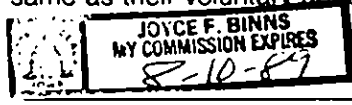
R.R. 1, Box 188A  
Winterset, IA 50273  
Buyers' Address

UNION STATE BANK  
D. A. Bolton, Exec. V.P. SELLERS  
201 W. Court Avenue, Box 110  
Winterset, IA 50273  
Sellers' Address

STATE OF Iowa, COUNTY OF Madison, ss:  
On this 23rd day of December, 19 88, before me, the undersigned, a Notary Public in and for said State, personally appeared William G. Eischen

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.

Joyce E. Binns  
Notary Public in and for Said State.



STATE OF IOWA

County of Madison } ss.

On this 23 day of December A. D. 19 88 before me appeared D. A. Bolton and

to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President respectively of 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 sealed in behalf of said corporation by authority of its board of directors, and said D. A. Bolton

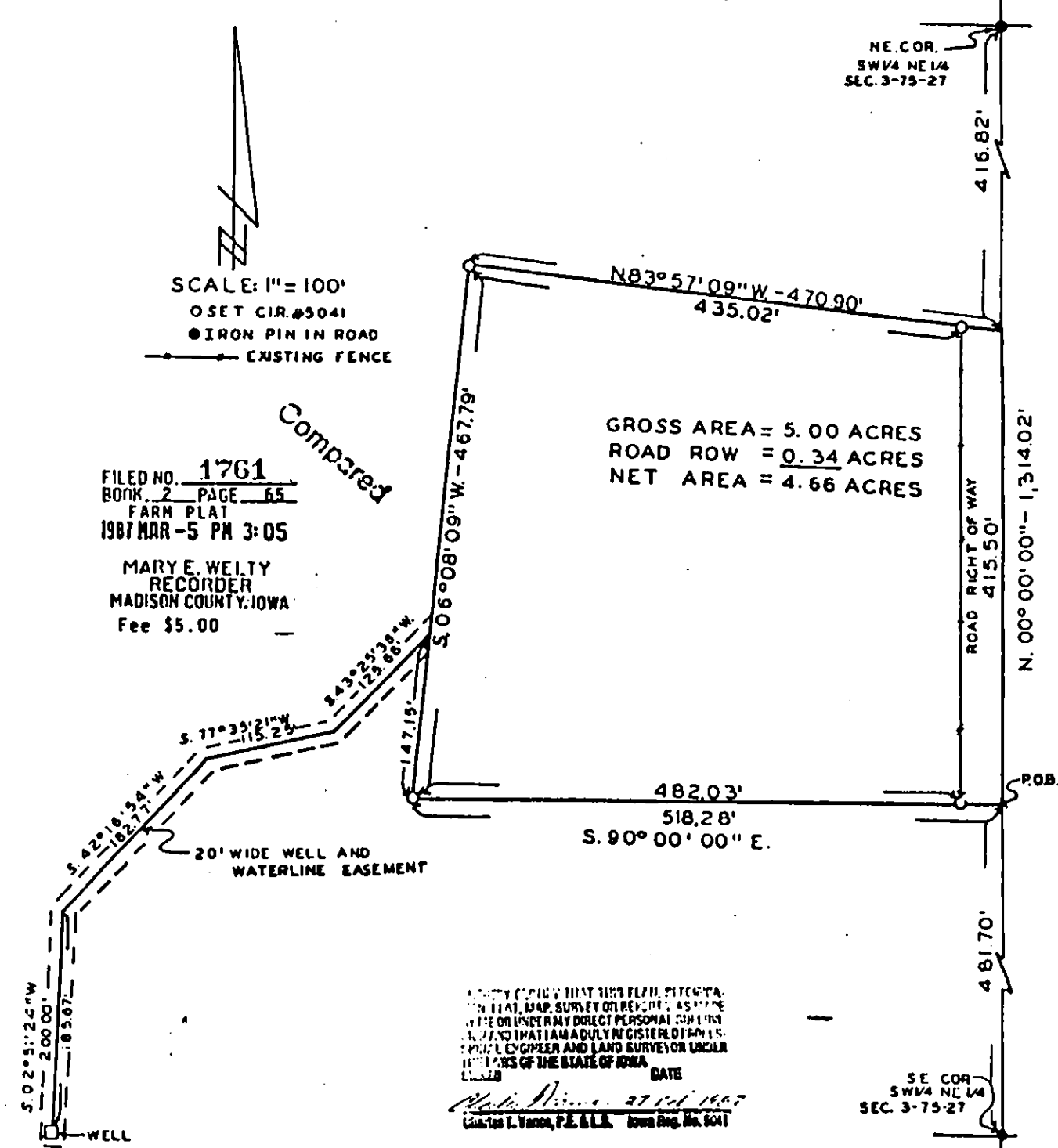
and acknowledged said instrument to be the voluntary act and deed of said corporation.



Joyce E Binns

Notary Public in and for Madison County, Iowa.

DEED RECORD 125  
 PLAT OF SURVEY FOR UNION STATE BANK  
 IN THE SW $\frac{1}{4}$  OF THE NE $\frac{1}{4}$  OF SECTION 3,  
 T75N, R27 W OF THE 5TH P.M., MADISON COUNTY, IOWA



**DESCRIPTION:**  
 A tract of land in the Southwest Quarter of the Northeast Quarter of Section 3, Township 75 North, Range 27 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:  
 Commencing at the Southeast Corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 3, T75N, R27W of the 5th P.M., Madison County, Iowa; Thence North 00 $^{\circ}00'00''$  481.70 feet along the east line of said SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  to the point of beginning. Thence continuing North 00 $^{\circ}00'00''$  415.50 feet; thence North 83 $^{\circ}57'09''$  West 470.90 feet; thence South 06 $^{\circ}08'09''$  West 467.79 feet; thence South 90 $^{\circ}00'00''$  East 518.28 feet to the point of beginning. Said tract contains 5.00 Acres including 0.34 Acres of County Road Right of Way.

**Well and Water Line Easement Description:**  
 A strip of land 20 feet wide being 10 feet wide on both sides of the following described centerline:  
 Commencing at the Southwest Corner of the above described tract of land; thence North 06 $^{\circ}08'09''$  East 147.15 feet along the west line of said tract to the point of beginning. Thence South 43 $^{\circ}25'36''$  West 125.66 feet; thence South 77 $^{\circ}35'21''$  West 115.25 feet; thence South 42 $^{\circ}16'54''$  West 182.77 feet; thence South 02 $^{\circ}51'24''$  West 200.00 feet to the South terminus.

VANCE & HOCHSTETLER PC  
 CONSULTING ENGINEERS  
 71 JEFFERSON  
 WINTERSSET, IOWA 50273

Exhibit I attached to and by this reference made a part of a certain real estate contract dated 12-23-88, whereby Union State Bank is the seller and William G. Elschen is the purchaser.