

THE IOWA STATE BAR ASSOCIATION

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REAL ESTATE CONTRACT (SHORT FORM)

Compared 1833

Fee \$15.00

FILED NO. BOOK 125 PAGE 400

IT IS AGREED between Gale Marston, single,

1989 MAR 21 AM 8:07

MARY E. WELTY
RECORDER

Sellers, and Dwayne D. Scar and Diana L. Scar, as joint tenants with full rights of survivorship, and not as tenants in common,

as joint tenants with full rights 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:

The South Half (S $\frac{1}{2}$) of Section Twenty-five (25), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., 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 Ten Thousand Two Hundred Sixty-three and 52/100ths Dollars (\$ 110,263.52) of which Fifteen Thousand and no/100ths Dollars (\$ 15,000.00) has been paid. Buyers shall pay the balance to Sellers at their address, or as directed by Sellers, as follows:

See Exhibit "A" attached hereto and by this reference incorporated herein.

2. **INTEREST.** Buyers shall pay interest from March 15, 1989 upon the unpaid balance, at the rate of 9.05 percent per annum, payable annually. Buyers shall also pay interest at the rate of 9.05 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 all of the real estate taxes due and payable at the County Treasurer's Office in the fiscal year commencing July 1, 1989,

and any unpaid real estate taxes payable in prior years. ~~Buyers shall pay all subsequent real estate taxes. Any portion of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.~~ Buyers shall pay all subsequent taxes unless otherwise agreed.

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 March 15, 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
RECORD 136
5-29-96

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. **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: March 15th, 19 89

Dwayne D. Scar
(Dwayne D. Scar)
Diana L. Scar
(Diana L. Scar) **BUYERS**

Gale Marston
(Gale Marston) **SELLERS**

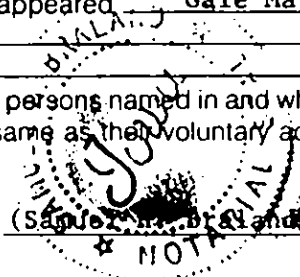
R. R., Earlham, IA 50072
Buyers' Address

501 Cherry Street, Earlham, IA 50072
Sellers' Address

STATE OF IOWA, COUNTY OF MADISON, ss:

On this 15th day of March, 19 89, before me, the undersigned, a Notary Public in and for said State, personally appeared Gale Marston, Dwayne D. Scar and Diana L. Scar

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.



Samuel H. Probert
Notary Public in and for Said State.

Mulligan Earlham

EXHIBIT "A"

PAYMENT PROVISIONS

Buyers shall pay the balance of \$95,263.52 as follows: \$12,269.44 on the 15th day of March, 1990, and \$12,269.44 on the 15th day of each and every March thereafter until the entire unpaid principal balance, plus accrued interest, is paid in full. Said annual payments include both interest and principal, and shall be applied first toward accrued interest, and then principal.

No prepayment shall be made of any principal due hereunder without the written consent of Seller. However, any annual installment payment may be paid on a date earlier in the year than called for by the Contract.

In a year of financial inability to pay due to circumstances beyond Buyers' control, Buyers may defer paying all or part of the annual payment of principal and interest called for by this Contract. No more than two (2) consecutive payments may be totally or partially deferred. Deferred principal shall be added to the final installment of principal due at the end of the contract unless it is partially or totally paid with the first annual installment paid after the year of deferral. Notwithstanding deferral of payments, interest shall at all times continue to accrue on the unpaid principal balance at the contract rate, and payments made after any deferral shall be applied first toward accrued interest, and then principal.

ADDENDUM

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS REAL ESTATE CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS REAL ESTATE CONTRACT.

Dated: March 15, 1989, 1989.

Dwayne D. Scar
(Dwayne D. Scar)

Dated: March 15, 1989.

Diana L. Scar
(Diana L. Scar)