

FILED NO. 1941
BOOK 125 PAGE 449
1989 MAR 31 PM 3:54
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$20.00



REAL ESTATE CONTRACT—INSTALLMENT

IT IS AGREED this 31st day of March, 1989, by and between Clifford I. Collins, II and Cathie J. Collins, husband and wife

of the County Madison, State of Iowa, Sellers; and Shari A. Addy and Anthony F. Addy, husband and wife

of the County of Polk, State of Iowa, Buyers:
That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to Purchase the following described real estate situated in the County of Madison, State of Iowa, to-wit:

The East 16.6 Acres of the North 25 Acres of the Northeast Quarter (¼) of Section Fourteen (14), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked "Exhibit A" all upon the terms and conditions following:

1. TOTAL PURCHASE PRICE. The buyer agrees to pay for said property the total of \$15,000.00, due and payable at St. Charles, Madison County, Iowa, as follows:

(a) DOWN PAYMENT of \$4,000.00 RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED: and
(b) BALANCE OF PURCHASE PRICE, \$11,000.00, as follows \$360.13 INCLUDING PLUS INTEREST (or more at the option of the Buyers) (and more as may be increased by the provisions of the last sentence of this paragraph) on or before the 1st day of May, 1989, and \$360.13 INCLUDING PLUS INTEREST (or more at the option of the Buyers) (and more as may be increased by the provisions of the last sentence of this paragraph) on or before the 1st day of each and every MONTH thereafter.

until all sums due under this contract are paid in full, INCLUDING PLUS 11 interest on unpaid balances thereof at the rate of 11 % per annum, payable MONTHLY from 1 April 1989 date of possession until fully paid; said payments to be applied first to the interest then unpaid and next upon the the balance of the principal. Subsequent requests by Sellers, Buyers shall on the said date for payment each MONTH, in addition to the said MONTHLY payments, pay one-half of the annual taxes which are assessed on the premises to the extent of such fund reasonably calculated by Sellers for the timely payment of such taxes by Sellers to the extent of such fund (Yes or not now)

2. POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on the 1st day of April, 1989; and thereafter so long as they shall perform the obligations of this contract. If Buyers are taking subject to the rights of lessees and are entitled to rentals therefrom on and after date of possession, so indicate by "yes" in the space following

3. TAXES. Sellers shall pay ½ of the installment of general property taxes which will become delinquent if not paid by 1 April 1990 and any unpaid taxes thereon payable in prior years, payable at closing.

~~And any unpaid taxes thereon payable in prior years.~~ Buyers shall pay any taxes not assumed by Sellers and all subsequent taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, each year, shall furnish to the other parties evidence of payment of such items not later than July 15 of each year. Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise.

4. SPECIAL ASSESSMENTS. Sellers shall pay the special assessments against this property: (Strike out either (a) or (b) below.)
(a) Which, if not paid in the year 1989, would become delinquent and all assessments payable prior thereto.
~~(b) Which are or will hereon be assessed on _____ (Date)~~

(c) Including all sewage disposal assessments for average charge heretofore assessed by any municipality having jurisdiction as of date of possession. Buyers, except as above stated, shall pay all subsequent special assessments and charges, before they become delinquent.

5. MORTGAGE. Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Sellers so as not to prejudice the Buyers' equity herein. Should Sellers fail to pay, Buyers may pay any such sums in default and shall receive credit on this contract for such sums so paid. MORTGAGE BY SELLERS. Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage for any amount not exceeding _____ % of the then unpaid balance of the purchase price herein provided. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this contract. Buyers hereby expressly consent to such a mortgage and agree to execute and deliver all necessary papers to aid Sellers in securing such a mortgage which shall be prior and paramount to any of Buyers' then rights in said property. DEED FOR BUYERS SUBJECT TO MORTGAGE. If Buyers have reduced the balance of this contract to the amount of any existing mortgage balance on said premises, they may at their option, assume and agree to pay said mortgage according to its terms, and subject to such mortgage shall receive a deed to said premises; or Sellers, at their option, any time before Buyers have made such a mortgage commitment, may reduce or pay off such mortgage. ALLOCATED PAYMENTS. Buyers, in the event of acquiring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said premises, reserve the right, if reasonably necessary for their protection to divide or allocate the payments to the interested parties as their interests may appear. SELLERS AS TRUSTEES. Sellers agree that they will collect no money hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the encumbrance on the interest of Sellers or their assigns in said real estate; and if Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyers for the use and benefit of the Buyers.

6. INSURANCE. Except as may be otherwise included in the last sentence of paragraph 1(b) above, Buyers as and from said date of possession, shall constantly keep in force, insurance, premiums therefor to be prepaid by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Seller may reasonably require on all buildings and improvements, now on or hereafter placed on said premises and any personal property which may be the subject of this contract, in companies to be reasonably approved by Sellers in an amount not less than the full insurable value of such improvements and personal property ~~not less than the appraised purchase price hereon which is smaller with such insurance payable to Sellers and Buyers as their interests may appear.~~ BUYERS SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLERS for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair the loss if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

7. CARE OF PROPERTY. Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. ~~Buyers shall not make any material alteration or removal of any improvements without the written consent of the Sellers.~~ Buyers shall not use or permit said premises to be used for any illegal purpose. See Paragraph 21 (c)

8. LIENS. No mechanic's lien shall be imposed upon or foreclosed against the real estate described herein.
9. ADVANCEMENT BY SELLERS. If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Sellers may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Sellers, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements, see paragraph 5 above.)

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; and Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller (or Sellers) and to accept deed solely from him or them consistent with paragraph 13 below unless and except this paragraph is stricken from this agreement.

10 1/2. "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/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of this contract, without more, 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 provisions of this contract.

11. TIME IS OF THE ESSENCE of this Agreement. Failure to promptly assert rights of Sellers herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

12. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any Deed made pursuant to this contract (See paragraph 13) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) A limited by paragraphs 1, 2, 3 and 4 of this contract; (e) Sellers shall give Special Warranty as to the period after equitable title passes to Buyers; (f) Spouse if not a titleholder, need not join in any warranties of the deed unless otherwise stipulated; (g) N/A (Mineral reservations of record?)

(h) (Liens?) (Easements not recorded?) (Interests of other parties?) (Lessees?)

13. DEED AND ABSTRACT, BILL OF SALE. If all said sums of money and interest are paid to Sellers during the life of this contract, and all other agreements for performance by Buyers have been complied with, Sellers will execute and deliver to Buyers a Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract, and Sellers will at this time deliver to Buyers an abstract showing merchantable title, in conformity with this contract. Such abstract shall begin with the government patent, unless pursuant to the Iowa State Bar Association title standards there is a lesser requirement as to period of abstracting) to said premises and shall show title thereto in Sellers as of the date of this contract; or as of such earlier date if and as designated in the next sentence. This contract supersedes the previous written offer of Buyers to buy the above described property which was accepted by Sellers on the day of 19__ 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 operation of law or otherwise. If any personal property is a part of this agreement, then upon due performance by Buyers Sellers shall execute and deliver a Bill of Sale consistent with the terms of this contract. Sellers shall pay all taxes on any such personal property payable in 19__, and all taxes thereon payable prior thereto. See paragraph 21 (g)

14. APPROVAL OF ABSTRACT. Buyers have examined the abstract of title to this property and such abstract is accepted.

15.1. 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 Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as 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 ousted and removed as such as provided by law.

15.2. FORECLOSURE. If Buyers fail, in any one or more of the specified ways to comply with this contract, as in (a), (b), (c), (d) or (e) of numbered paragraph 15.1 above provided, Sellers may upon thirty (30) days written notice of intention to accelerate the payment of the entire balance, during which thirty 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. It is agreed that the periods of redemption after sale on foreclosure may be reduced under the conditions set forth in Sections 628.26 and 628.27, Code of Iowa.

16. ATTORNEY'S FEES. In case of any action, or in any proceedings 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 attorneys' fees.

17. INTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at ___ percent per annum to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.

18. ASSIGNMENT. In 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.

19. PERSONAL PROPERTY. If this contract includes personalty, then Buyer grants Seller a security interest in such personalty. In the case of Buyer's default, Seller may, at his option, proceed in respect to such personalty in accordance with the Uniform Commercial Code of Iowa or treat such personalty in the same manner as real estate, all as permitted by Section 554.9501(4), Code of Iowa.

20. CONSTRUCTION. Words and phrases herein, including acknowledgments hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. See paragraph 10 1/2, above, for construction of the word "Sellers."

21. SPECIAL PROVISIONS. See Exhibit A attached hereto and by this reference made a part hereof and signed by the parties.

Executed duplicate triplicate

Clifford I. Collins, II, husband
Cathie J. Collins, wife
SELLERS

Shari A. Addy, wife
Anthony F. Addy, husband
BUYERS

St. Charles, Iowa Sellers' Address

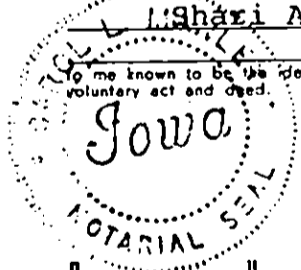
Buyers' Address

STATE OF IOWA, Polk COUNTY, ss:

On this 31st day of March, A. D. 1989, before me, the undersigned, a Notary Public in and for said State, personally

appeared Clifford I. Collins, II, Cathie J. Collins and Shari A. Addy, and Anthony F. Addy.

To me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Carol G. Manley Notary Public in and for said State

Real Estate Contract Installments

TO

Entered upon transfer books and for taxation this

day of 19__

Auditor

By Deputy

Filed for record, indexed and delivered to County

Auditor this 31st day of March

1989, at 3:54 o'clock P.M., and recorded

in Book 135 of deeds, on page 449

of Madison County Records.

Recorder's and Auditor's Fee \$ 20.00 PAID

Recorder Mary E. Winkley

Deputy Sherry H. Henry

By

WHEN RECORDED RETURN TO

EXHIBIT 'A'

21. Special Provisions.

a. Balloon. The parties do not intend this contract shall be paid off in full upon a date sooner than what may be calculated upon an amortization schedule based upon the purchase price, monthly payments, and interest rate. In other words, there shall be no balloon payment.

b. Pre-payment. The buyers may pre-pay any part of the principal without penalty. Said payments shall reduce the principal and no part shall be applied toward any interest not accrued under the terms of the contract.

c. Improvements. The buyers shall make such improvements or alterations on the premises as they deem necessary and appropriate, all without the written consent of the sellers.

e. Liens. No lien whatsoever may be imposed upon or foreclosed against the real estate described herein.

f. Contract binding on successors in interest. This contract shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

g. Deed, abstract, bill of sale, personal taxes. The sellers shall on the day of closing execute and deliver to the seller's escrow agent, Farmer's Merchants State Bank of Winterset, Iowa 50273 a warranty deed conveying the premises in fee simple pursuant to and in conformity with this contract, with terms and provisions pursuant to a form approved by the Iowa State Bar Association, free and clear of liens and encumbrances, reservations, exceptions, or modifications, except as otherwise provided herein, and also an abstract of title to the premises. The deed and abstract of title shall be held in escrow, pursuant to an escrow agreement between the parties, by the escrow agent for delivery to the buyers, their heirs or assigns, when the buyers shall have performed all of the

terms and conditions of this contract. The abstract shall begin with the government patent (unless, pursuant to the Iowa State Bar Association Title Standards, there is a lesser requirement as to the period of abstracting) to the premises and shall show merchantable title, in conformity of this contract, in the sellers as of the date of this contract. The sellers shall also pay the cost of any abstracting due to any act or change in the personal affairs of the sellers resulting in a change of title by operation of law or otherwise.

h. Assignment by Buyers. Either party may freely assign this contract. The assignor shall give the other party to this contract written notice of assignment at the address stated for that party in this contract or at such other address as the party may direct subsequent to the execution of this contract. No obligation created by such an assignment upon the other party shall be effective until the other party has at least 10 days notice of the assignment as provided above.

i. Complete agreement. This contract constitutes the full and complete agreement of the parties. This contract supersedes the offer to buy real estate and acceptance entered into by the parties on 22 and 27 February 1989. The buyers are purchasing the above-described property on the terms and conditions stated herein and are not relying on any statements or representations made by the sellers or their agents that are not contained in this contract.

j. The buyers shall have the duty to pay all general real estate taxes before they become delinquent after the date of the execution of this contract.

Clifford I. Collins II
Clifford I. Collins II,
Husband
Seller

Shari A. Addy
Shari A. Addy
Wife
Buyer

Cathie J. Collins
Cathie J. Collins,
Wife
Seller

Anthony F. Addy
Anthony F. Addy
Husband
Buyer