

STATE OF IOWA, SS. MADISON COUNTY,

Inst. No. 1926 Filed for Record this 30 day of March 19 89 at 3:57 PM Book 125 Page 442 Recording Fee 15.00 Mary E. Welty, Recorder, By [Signature] Deputy



REAL ESTATE CONTRACT (SHORT FORM)

CONFIRMED [Signature] PAGE 1

IT IS AGREED between CLYDE G. BERRY, as Executor of the Will of Fern V. Berry, deceased, and CLYDE G. BERRY, individually, an unmarried person

Sellers, and RUTH ESTHER TISH, EDWARD LELAND WITMER, RICHARD ARTHUR WITMER and ELLEN SUE STONEHOCKER

Buyers. Madison County, Iowa, described as:

The South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section Sixteen (16) and the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-one (21), all in Township Seventy-four (74) North, Range Twenty-eight (28) 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 FOUR THOUSAND Dollars (\$ 104,000.00) of which FIVE THOUSAND Dollars (\$ 5,000.00)

has been paid Buyers shall pay the balance to Sellers at their address, or as directed by Sellers, as follows: \$25,000 on or before March 31, 1989; \$2,000 or more in principal plus interest on the unpaid balance at the rate of 9 1/2% per annum on or before March 31, 1990; and \$2,000 or more in principal plus interest on the unpaid balance at the rate of 9 1/2% per annum on or before each March 31 thereafter until March 31, 1994, when the full unpaid balance of principal and interest shall be due and payable. All payments shall be applied first to interest and then to principal.

2. INTEREST. Buyers shall pay interest from March 31, 1989 upon the unpaid balance, at the rate of 9 1/2 percent per annum, payable as provided above Buyers shall also pay interest at the rate of 9 1/2 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 three-fourths (3/4) of the real property taxes payable during the twelve-month 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 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.

All other special assessments shall be paid by Buyers.

5. POSSESSION. Sellers shall give Buyers possession of the Real Estate on March 31, 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.

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 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.

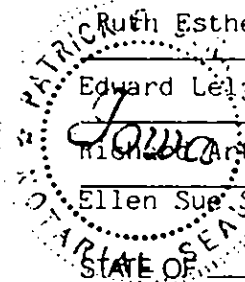
16. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. **ADDITIONAL PROVISIONS.**

See additional provisions attached.

Dated: _____ March 27th, 1989

<u>Ruth Esther Tish</u>	<u>Ruth Esther Tish</u>	<u>Clyde G. Berry</u>	<u>Clyde G. Berry, Executor</u>	<u>Sellers</u>	Dec'd
<u>Edward Leland Witmer</u>	<u>Edward Leland Witmer</u>	<u>Clyde G. Berry</u>	<u>of the Will of Fern V. Berry,</u>		
<u>Richard Arthur Witmer</u>	<u>Richard Arthur Witmer</u>	<u>Clyde G. Berry</u>			
<u>Ellen Sue Stonehocker</u>	<u>Ellen Sue Stonehocker</u>	<u>Clyde G. Berry</u>		<u>Sellers</u>	



STATE OF IOWA COUNTY OF MADISON, ss:
On this 27 day of March, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Clyde G. Berry, Executor of the Will of Fern V. Berry, deceased, and Clyde G. Berry, individually

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.

Patricia Seaman, Notary Public in and for Said State.

17. ADDITIONAL PROVISIONS

a. It is understood and agreed that Buyers are taking the real property covered by this Real Estate Contract subject to the rights of the Township Trustees of Monroe Township, Madison County, Iowa, in the following-described property, which rights terminate when the property is not used for township or community hall purposes for a period of two (2) years:

A tract commencing at the Southeast corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-one (21), in Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, thence West 15 rods and 3 1/2 feet, thence North 7 rods, thence East 15 rods and 3 1/2 feet, thence South to the place of beginning.

b. If the payment status of real property taxes is changed through a Department of Revenue audit from the payment status that was assumed at the time of closing, the Sellers will pay any additional amounts to bring the payment status of the taxes up to the level where all taxes were presumed to have been paid at the time of closing.

c. Sellers agree to provide the Buyers, at any time that the Buyers request it, with the unpaid balance under the mortgage note to the Mutual Benefit Life Insurance Company, which it is understood is not being paid off prior to the time that this real estate contract is paid in full. The Sellers also hereby authorize and direct the Mutual Life Insurance Company to provide the Buyers with any information they request concerning the payment status of this mortgage note at any time that they request said information.

d. Payments under this contract shall not be accelerated through the Buyers selling or assigning the contract or their rights to the real property in question under it.

e. The stove, refrigerator, washer, dryer, the material to finish the basement, the siding to finish the corn crib, all motors and augers that are part of the feeding operation shall be sold as a part of this contract.