

FILED NO. 225BOOK 125 PAGE 768

89 AUG -8 AH 9: 23

Compared

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

REAL ESTATE CONTRACT

IT IS AGREED between Clarke County State Bank, an Iowa corporation, Seller, and William L Cook, II, Buyer:
Fee \$10.00

Seller agrees to sell and Buyer agrees to buy real estate in Madison County, Iowa, described as:

A tract of land commencing at the Southeast corner of the North one-half (N $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section 31, Township 74 North, Range 26 West of the 5th P.M., Madison County, Iowa, running thence West 527', thence North 330', thence East 195', thence North 330', thence East 332', thence South to the place of beginning,

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

- any zoning and other ordinances,
- any covenants of record;
- any easements of record for public utilities, roads and highways; and
-

designated the Real Estate, upon the following terms:

1. PRICE. The total purchase price for the real estate is Twenty-two Thousand Dollars (\$22,000.00) of which One Thousand Five Hundred Dollars (\$1,500.00) has been paid. Buyers shall pay the balance to Sellers at their address, or as directed by Sellers, as follows:

\$250.00 on or before the 1st of May, 1989, and \$250.00 on or before the 1st of each month thereafter until April 1, 1999, when the entire remaining balance of principal and interest is due and payable. Buyers may prepay any part of interest or principal at any payment date without penalty.

2. INTEREST. Buyers shall pay interest from April 1, 1989, upon the unpaid balance, at the rate of 11% per annum, payable monthly. Buyers shall also pay interest at the rate of 11% 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 1988-89 real estate taxes, payable in 1989-90, pro-rated to date of possession 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 April 1, 1989.

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 March 7, 1989, 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, supplemental wood stoves, 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.

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 to 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. 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.

COMPUTER

REC. 11
PAGE 11

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. OTHER.

Dated this 30th day of March, 1989 (1989)

BUYERS

William L. Cook II
William L. Cook II

972 Pershing Street
Indianola, Iowa 50125
Buyers Address

SELLERS

Clarke County State Bank

By: Earl Gurtler
Its Pres.

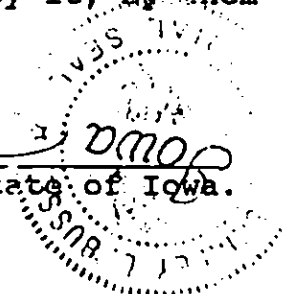
Paul Cashier
Its V.P. Cashier

130 S. Main
Osceola, Iowa 50213
Sellers Address

State of Iowa)
County of Clarke) ss:

On this 30th day of March, 1989, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared William L. Cook II and Earl Gurtler and Paul Cashier to me personally known, who being by me duly sworn, did say that they are the President and V.P. Cashier of said corporation; that (no seal has been procured by the said) (the seal affixed thereto is the seal of said) corporation; that the instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said President and V.P. Cashier acknowledged the execution of said instrument to be the voluntary act and deed of the corporation as such fiduciary, by it, by them and as such fiduciary voluntarily executed.

Shirley L. Duse
Notary Public in and for the State of Iowa.



State of Iowa
County of Clarke ss:

On this 30th day of March, 1989, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William L. Cook, II to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Shirley L. Duse
Notary Public in and for the State of Iowa.

