

REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Elsie Allen, single, a/k/a Elsie P. Allen, Seller, and Jeanene M. Smith, Buyer:

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

Lot One (1) of Wilson's Four-Acre Lot  
in the Town of Winterset, 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 designated the Real Estate, upon the following terms:

1. PRICE. The total purchase price for the real estate is Twenty-five Thousand and no/100 Dollars (\$25,000.00) of which Ten Thousand and no/100 Dollars (\$10,000.00) has been paid. Buyer shall pay the balance to Seller at their address, or as directed by Seller, as follows:

\$198.23 on October 1, 1989 and \$198.23 on the first day of each and every month thereafter until all amounts due hereunder are paid in full. Buyer reserves the right to prepay any and all amounts at any time without penalty. Payments shall be applied first to accrued interest and late charges and the balance, if any, to principal.

2. INTEREST. Buyer shall pay interest from September 1, 1989 upon the unpaid balance, at the rate of ten percent (10%) per annum, payable monthly. In the event Seller advances any sum so as to protect her interest, Buyer agrees to repay Seller the amount advanced plus interest on the amount advanced at the rate of twelve percent (12%) per annum from the date the sums were advanced by Seller.

In the event any payment due hereunder is delinquent more than fifteen (15) days a late payment fee of one and one-half percent (1½%) of the delinquent amount per month will be charged and Buyer agrees to pay said charge. The minimum late payment fee shall be \$2.07. See paragraph 12 regarding payments which are delinquent sixty (60) or more days.

3. REAL ESTATE TAXES. Seller shall pay one-sixth (1/6th) of the real estate taxes payable in the fiscal year commencing July 1, 1990 and any unpaid real estate taxes payable in prior years. Buyer 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. Seller 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 Buyer.

5. POSSESSION. Seller shall give Buyer possession of the Real Estate on September 1, 1989.

6. INSURANCE. Seller shall maintain existing insurance upon the Real Estate until the date of possession. Buyer shall accept insurance proceeds instead of Seller replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyer 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 Seller and Buyer as their interests may appear. Buyer shall provide Seller with evidence of such insurance. COMPIER

STATE OF IOWA, ss.  
MADISON COUNTY,

Inst. No. 402  
Book 55

Page 246

Filed for Record this 31 day of August 19 89  
Recording Fee \$15.00

Mary E. Welty, Recorder, By Betty M. Nuber

10:45 AM

Deputy Clerk

7. ABSTRACT AND TITLE. Seller, at her expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract, and deliver it to Buyer for examination. It shall show merchantable title in Seller 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 Buyer when the purchase price is paid in full, however, Buyer reserve the right to occasionally use the abstract prior to full payment of the purchase price. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or her 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.

9. CARE OF PROPERTY. Buyer 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. Buyer shall not make any material alteration to the Real Estate without the written consent of the Seller.

10. DEED. Upon payment of purchase price, Seller shall convey the Real Estate to Buyer or her 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 Seller continuing up to time of delivery of the deed.

11. REMEDIES OF THE PARTIES.

a. If Buyer fails to timely perform this contract, the Seller 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) Seller 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 Seller fails to timely perform this contract, Buyer has the right to have all payments made returned to her.

c. Buyer and Seller 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. EXERCISE OF REMEDIES. Seller agrees that she will not institute a forfeiture or foreclosure proceedings based upon the non-payment of an installment due hereunder until the installment shall be delinquent for sixty (60) or more days. Provided, however, nothing herein shall be construed to prevent Seller from exercising any or all of her remedies immediately after Buyer fails to perform any other obligation under the terms of this contract, or in the event one or more installments due in the preceding twelve (12) calendar months was delinquent sixty (60) or more days.

13. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

REAL ESTATE CONTRACT - ELSIE ALLEN, Seller - JEANENE M. SMITH, Buyer  
Page -3-

14. PERSONAL PROPERTY. If this contract includes the sale of any personal property, the Buyer grants the Seller a security interest in the personal property and Buyer shall execute the necessary financing statements and deliver them to Seller. The following items of personal property are included in this sale: (1) Washer, (2) Dryer, (3) Kitchen stove, (4) small kitchen cupboard.

15. 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.

16. DUE ON SALE. In the event Buyer shall in any way sell, assign or convey title or her interest in this contract or the real estate, all sums due hereunder shall immediately become due and payable.

Dated this 30 day of August, 1989.

Jeanene M. Smith  
Jeanene M. Smith BUYER  
2110 - 60th  
Des Moines, Iowa 50322

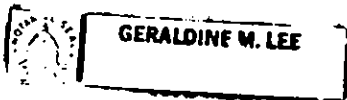
Elsie P. Allen  
Elsie P. Allen SELLER  
404 S. 4th Avenue  
Winterset, Iowa 50273

Buyer's Address

Seller's Address

STATE OF IOWA )  
                  ) SS  
MADISON COUNTY )

On this 30 day of August, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Elsie P. Allen to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her voluntary act and deed.



Geraldine M. Lee  
Geraldine M. Lee Notary Public

STATE OF IOWA )  
                  ) SS  
Madison COUNTY )

On this 30 day of August, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Jeanene M. Smith to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her voluntary act and deed.



Geraldine M. Lee  
Geraldine M. Lee Notary Public