



Computer

COMPUTER

REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Margaret Marie Casper and Robert M. Casper, wife and husband

Sellers, and Chad Silliman and Michelle Clark,
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: A parcel of land described as commencing at the Southeast
Corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 36, Township 76 North, Range 28 West of the
5th P.M., City of Winterset, Madison County, Iowa, thence West along South line
of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ 347.0 feet to Point of Beginning; thence North along the
East edge of the West 313.0 feet of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ 211.0 feet;
thence West 92.8 feet; thence South 209.7 feet to the North line of Lane Street
which is the South line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence East along said South
line 92.8 feet to Point of Beginning.

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.) None

designated the Real Estate, upon the following terms:

1. **PRICE.** The total purchase price for the real estate is Forty Thousand and no/100 - - - - -
- - - - - Dollars (\$40,000.00)
of which Two Thousand Five Hundred and no/100 - - - - - Dollars (\$2,500.00)
has been paid. Buyers shall pay the balance to Sellers at their address, or as directed by Sellers, as follows:

entire balances due and payable upon Seller's tender of the
warranty deed and of the abstract showing marketable title.

~~INTEREST. Buyers shall pay to Sellers, from the date of this contract, computed from the date of the
warranty deed, interest on the unpaid balance of the purchase price at the rate of 10% per annum on all delinquent amounts and
any late charges assessed by Sellers in accordance with the terms of this contract, computed from the date of the
delinquency.~~

3. **REAL ESTATE TAXES.** Sellers shall pay all property taxes accrued to the date of
possession and payable in the subsequent fiscal year

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 or xx
All other special assessments shall be paid by Buyers.

5. **POSSESSION.** Sellers shall give Buyers possession of the Real Estate on the date of closing.

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 xxxxxxxxxxxxxxxxxxxxxxxx, 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.) None

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.**

Dated: ~~March~~ June 7, 19 89

Chad Silliman
Chad Silliman
Michelle Clark Silliman
Michelle Clark **BUYERS**

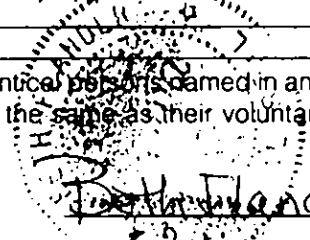
Margaret Marie Casper
Margaret Marie Casper
Robert M. Casper
Robert M. Casper **SELLERS**

Winterset, Iowa 50273
Buyers' Address

Winterset, Iowa 50273
Sellers' Address

STATE OF IOWA, COUNTY OF MADISON, ss:
On this 8th day of March June, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Margaret Marie Casper and Robert M. Casper

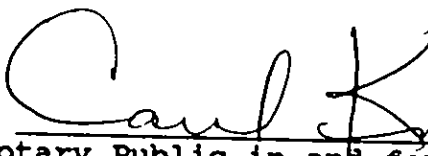
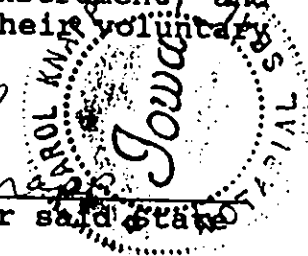
to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Beth Flander
Beth Flander
Notary Public in and for Said State.

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 7 day of ^{June}~~March~~, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Chad Silliman and Michelle Clark ^{Silliman} ~~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.

Carol Knapp  Notary Public in and for said State 

F M Bank