

REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Mary Louise Voss, single, Seller, and Mike Green and Mary Ann Green, as joint tenants with full rights of survivorship and not as tenants in common, Buyers:

Seller agree to sell and Buyers agree to buy real estate in Madison County, Iowa, described as:

Lot Eleven (11) of First Plat of Honor's Acres Addition to 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:

designated the Real Estate, upon the following terms:

1. PRICE. The total purchase price for the real estate is Sixty-four Thousand Nine Hundred and no/100 Dollars (\$64,900.00) of which Fifteen Thousand and no/100 Dollars (\$15,000.00) has been paid. Buyers shall pay the balance to Seller at her address, or as directed by Sellers, as follows:

Four Hundred Fifty and no/100 Dollars (\$450.00) on February 15, 1990 and Four Hundred Fifty and no/100 Dollars (\$450.00) on the 15th day of each and every month thereafter until February 15, 2000 when all sums, principal and interest, due hereunder shall be paid in full.

Monthly payments shall be credited to accrued interest and the balance, if any, to principal.

Buyers reserve the right to prepay any amounts at any time without penalty.

2. INTEREST. Buyers shall pay interest from date of possession upon the unpaid balance, at the rate of ten percent (10%) per annum, payable ten percent (10%) per annum. Buyers shall also pay interest at the rate of ten percent (10%) 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. Seller shall pay 13/24th of the real estate taxes payable in the fiscal year commencing July 1, 1990 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. 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 Buyers.

5. POSSESSION. Seller shall give Buyers possession of the Real Estate on January 15, 1990.

6. INSURANCE. Seller shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Seller 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.

FILED NO. <b>1451</b>
BOOK <b>55</b> PAGE <b>567</b>
90 JAN 15 AM 9:28
MARY E. WELTY RECORDER MADISON COUNTY, IOWA
Fee \$15.00

COMPUTER

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 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. 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 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. The cooking stove and refrigerator are included in this 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, Seller 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 Seller continuing up to time of delivery of the deed.

11. **REMEDIES OF THE PARTIES.**

a. If Buyers fail 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 fail to timely perform this contract, Buyers have the right to have all payments made returned to them.

c. Buyers 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. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

13. **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.

14. **ADDITIONAL PROVISIONS.**

Buyers understand that the garbage disposal is not in working order and agrees Seller has no responsibility to repair the same.

15. HOMESTEAD WAIVER.

EXHIBIT "A"

WAIVER OF HOMESTEAD EXEMPTION

UNDER

IOWA CODE SECTION 561.22

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

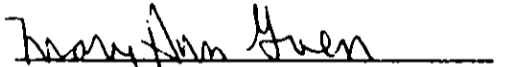
DATED AT WINTERSSET, MADISON COUNTY, IOWA, ON THIS 13 DAY OF JANUARY, 1990.

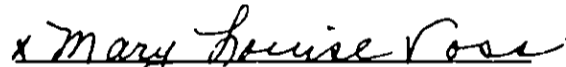
  
MIKE GREEN, BUYER

  
MARY ANN GREEN, BUYER

Dated this 13 day of January, 1990.

  
Mike Green

  
Mary Ann Green, BUYERS  
1027 West South  
Winterset, Iowa 50273

  
Mary Louise Voss, SELLERS  
2345 Raymond Avenue  
Council Bluffs, Iowa 51503

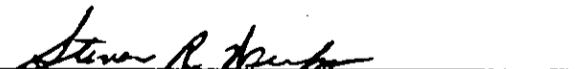
Buyers' Address

Sellers' Address

STATE OF IOWA )  
                          ) SS  
MADISON COUNTY )

On this 13 day of January, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Mike Green and Mary Ann Green 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.



  
Notary Public

STATE OF IOWA )  
                          ) SS  
POTTAWATTAMIE COUNTY )

On this 13 day of January, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary Louise Voss 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.



  
Notary Public