

COMPARED

REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Lenard Binns and Margaret Binns, husband and wife, Sellers, and Paul B. Nardini and Dianna S. Nardini, husband and wife, 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:

All that part of the Northeast Quarter (¼) of the Southeast Quarter (¼) of Section Three (3) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, which lies East of a line described as follows: Commencing at a point on the North line of said 40-acre tract 948.5 feet West of the Northeast corner thereof, thence Southerly on a straight line 1317.8 feet to a point on the South line of said 40-acre tract 831.8 feet West of the Southeast corner thereof, excepting therefrom a tract described as follows: Commencing at a point on the South line of said 40-acre tract 615.01 feet East of the Southwest corner thereof, thence Northwesterly on a straight line 186.1 feet to intersect said first described line at a point therein 1201.36 feet Southerly from its place of beginning, thence Southerly along said first described line to the South line of said 40-acre tract, thence East on said South line to the place of beginning, and The South Half (½) of the Northeast Quarter (¼) of Section Three (3) in Township Seventy-six (76) 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; and 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 One Hundred Thirty-five Thousand and no/100 Dollars (\$135,000.00) of which Five Thousand and no/100 Dollars (\$5,000.00) has been paid. Buyers shall pay the balance to Sellers at their address, or as directed by Sellers, as follows:

Thirty-five Thousand and no/100 Dollars (\$35,000.00) upon the execution of this agreement or on May 1, 1991, whichever is earlier; Five Thousand and no/100 Dollars (\$5,000.00) on May 1, 1992 and Five Thousand and no/100 Dollars (\$5,000.00) on the 1st day of May of each and every year thereafter until May 1, 1996 when the unpaid amounts of the entire purchase price shall be paid in full.

Buyer shall have the right to prepay any and all principal amounts at any time without penalty, provided however, that any prepayments, including any payment pursuant to paragraph 15 hereof, shall not relieve Buyers of the obligation of paying future principal or interest installments as they fall due.

2. INTEREST. Buyers shall pay interest from May 1, 1991 upon the unpaid balance, at the rate of Nine percent (9%) per annum, payable monthly, with the first interest payment being due and payable on June 1, 1991. Buyers shall also pay interest at the rate of nine percent (9%) 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.

*For Amendment see
Deed Record 136-386*

*For Amendment see
Deed Record 136-394
6-13-96*

The amount of the monthly interest payment shall be a sum equal to one-twelfth (1/12) of the annual interest due and payable on the unpaid principal balance at the time of the interest payment.

3. REAL ESTATE TAXES. Sellers shall pay three-fourths (3/4ths) of the real estate taxes payable in the fiscal year commencing July 1, 1991 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. Subject to the following reservations, Sellers shall give Buyers possession of the Real Estate on April 1, 1991. Seller reserves the following:

- a. the use and occupancy of the house, house yard and garage until June 1, 1991
- b. The use of the grain storage facilities until July 1, 1991. and
- c. The right to use the premises at any time prior to July 1, 1991 as the site of a public auction for the sale of Seller's possession.

The use and occupancy of the premises by Sellers under these reservations shall be rent free and without charge to the Sellers.

Subject to normal wear and tear, until the date of possession the Sellers shall preserve the Real Estate in its present condition, and thereafter the Sellers shall preserve that part of the Real Estate they are using and occupying under the above reservations, in its present condition.

Buyers acknowledge that they have inspected the Real Estate and accept the Real Estate in its present condition, "as is".

Buyers shall have the right to test the potability of the water supply of the Real Estate but Sellers make no warranties as to the quality or quantity of the said water supply.

6. INSURANCE. Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Thereafter, Sellers shall maintain existing insurance on the house, house yard and garage until June 1, 1991 and upon any buildings of grain storage facilities used by them under the provisions of the foregoing reservations until July 1, 1991 or until the use and occupancy of said buildings and grain storage facilities is surrendered to the Buyers, whichever is earlier. 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.

Nothing herein shall be construed so as to prevent Buyers from immediately obtaining insurance coverage in addition to the existing insurance at Buyers cost, however is such additional insurance is obtained it shall be payable to the Buyers and the Sellers as their interests might appear.

7. **ABSTRACT AND TITLE.** Buyers acknowledge that the Sellers have obtained an abstract of title to the Real Estate continued through the 2nd day of April, 1991 and delivered it to Buyers for examination. Buyers further acknowledge that as of that date said abstract showed 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. The LP fuel Tank, the air conditioner, the drapes and curtains and the refrigerator now in or on the premises are considered to be a part of the Real Estate and 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, 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. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, execute 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.

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

14. **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.

15. BUYERS RIGHT TO SELL. Buyer shall have the right to sell approximately 15 acres south of the hay field which is located south of the house. In the event of a sale of the approximately 15 acres by the Buyers, Sellers agree to convey the land sold to Buyers by a Special Warranty Deed, as a partial performance of this contract, provided that upon the date of such sale, the entire proceeds of such sale, less the costs of sale, are paid to the Sellers to be applied by Sellers to the principal balance then due and owing under this contract.

16. SELLERS RIGHT TO RENT. Upon the expiration of the Sellers reservation of the use and occupancy of the house, house yard and garage, Sellers shall have the right to rent the house, house yard and garage for the sum of Three Hundred and no/100 Dollars (\$300.00) per month for a period or periods not exceeding the life of this contract.

Dated this 1 day of May, 1991.

Paul B. Nardini
Paul B. Nardini

Lenard Binns
Lenard Binns

Dianna S. Nardini
Dianna S. Nardini BUYERS
R. R. 1 Box 9
Adel, Iowa 50003

Margaret Binns
Margaret Binns SELLERS
Route #2
Winterset, Iowa 50273

Buyers' Address

Sellers' Address

STATE OF IOWA)
) SS
MADISON COUNTY)

On this _____ day of _____, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Lenard Binns, Margaret Binns, Paul B. Nardini and Dianna S. Nardini 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.

Charles E. Tucker, Jr.
Charles E. TUCKER, JR Notary Public in and for
said State.

