



REAL ESTATE CONTRACT-INSTALLMENTS

IT IS AGREED this 14th day of October, 1991, by and between Allen J. Bown and Teresa Bown, husband and wife

of the County Warren, State of Iowa, Sellers; and Paul W. Oglesbee and Kathy D. Gee, as joint tenants with full rights of survivorship and not as tenants in common of the County of Madison, State of Iowa, Buyers;

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to purchase the following described real estate situated in the County of Madison State of Iowa, to-wit:

Lot Five (5) in Block One (1) of the Town of Patterson, Iowa . 1117

COMPARED

FILED NO. 1117

BOOK 57 PAGE 139

91 OCT 31 AM 10:06

Fee \$15.00

MICHELLE HETTLER
RECORDER
IOWA

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions as may be below stated, and certain personal property if and as may be herein described of if and as an itemized list is attached hereto and marked "Exhibit A" all upon the terms and conditions following:

- TOTAL PURCHASE PRICE. The buyer agrees to pay for said property the total of \$ 39,500.00 due and payable at 899 Highway 28, Prole Warren County, Iowa, as follows:
 - (a) DOWN PAYMENT of \$ 500.00 RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED; and
 - (b) BALANCE OF PURCHASE PRICE. \$ 39,000.00 as follows \$ 352.23, or more, due on or before

November 15, 1991; and, \$352.23, or more, due on or before the fifteenth (15th) day of each month thereafter until all sums of money due hereunder are paid in full. These monthly payments include principal and interest. All payments except as expressly provided in this paragraph shall be first credited towards the interest accrued to the date of payment and the balance towards the reduction in principal. In addition to the above monthly payments, the Buyer shall pay Seller principal payments in the sum of \$500.00 due on or before November 30, 1991 and in the sum of \$2,000.00 due on or before June 30, 1992. These two (2) principal payments in the preceding sentence shall not draw interest. The Buyer shall pay Seller interest on a beginning principal balance of \$38,500.00 from October 15, 1991 at the rate of ten percent (10%) per annum payable monthly as herein provided.

- POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on the 15th day of October, 1991, and thereafter so long as they shall perform the obligations of this contract. If Buyers are taking subject to the rights of lessees and are entitled to rentals therefrom on and after date of possession, so indicate by "yes" in the space following not applicable
- TAXES. Sellers shall pay 7/24's of the property taxes payable upon the premises during the fiscal year commencing on July 1, 1992

and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not assumed by Sellers and all subsequent taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, each year, shall furnish to the other parties evidence of payment of such items not later than July 15 of each year. Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise. (Decide, for yourself, if that formula is fair if Buyers are purchasing a lot with newly built improvements.)

- SPECIAL ASSESSMENTS. Sellers shall pay the special assessments against this property: (Strike out either (a) or (b) below.)

~~MINOR SPECIAL ASSESSMENTS WHICH ARE NOT TO BE PAID BY BUYERS UNLESS THEY ARE SPECIFICALLY LISTED IN THE SPECIAL ASSESSMENTS SCHEDULE~~

(b) Which are a lien thereon as of October 15, 1991 (Date)

(c) Including all sewage disposal assessments for coverage charge heretofore assessed by any municipality having jurisdiction as of date of possession.

Buyers, except as above stated, shall pay all subsequent special assessments and charges, before they become delinquent.

8. MORTGAGE. Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Sellers so as not to prejudice the Buyers' equity herein. Should Sellers fail to pay, Buyers may pay any such sums in default and shall receive credit on this contract for such sums so paid. MORTGAGE BY SELLERS. Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage for any amount not exceeding _____% of the then unpaid balance of the purchase price herein provided. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this contract. Buyers hereby expressly consent to such a mortgage and agree to execute and deliver all necessary papers to aid Sellers in securing such a mortgage which shall be prior and paramount to any of Buyers' then rights in said property. DEED FOR BUYERS SUBJECT TO MORTGAGE. If Buyers have reduced the balance of this contract to the amount of any existing mortgage balance on said premises, they may at their option, assume and agree to pay said mortgage according to its terms, and subject to such mortgage shall receive a deed to said premises; or Sellers, at their option, any time before Buyers have made such a mortgage commitment, may reduce or pay off such mortgage. ALLOCATED PAYMENTS. Buyers, in the event of acquiring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said premises, reserve the right, if reasonably necessary for their protection to divide or allocate the payments to the interested parties as their interests may appear. SELLERS AS TRUSTEES. Sellers agree that they will collect no money hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the encumbrance on the interest of Sellers or their assigns in said real estate, and if Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyers for the use and benefit of the Buyers.

9. INSURANCE. Except as may be otherwise included in the last sentence of paragraph 1(b) above, Buyers as and from said date of possession, shall constantly keep in force, insurance, premiums therefor to be prepaid by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Seller may reasonably require on all buildings and improvements, now on or hereafter placed on said premises and any personal property which may be the subject of this contract. In companies to be reasonably approved by Sellers in an amount not less than the full insurable value of such improvements and personal property or not less than the unpaid purchase price herein whichever amount is smaller with such insurance payable to Sellers and Buyers as their interests may appear. BUYERS SHALL PROMPTLY DEPOSIT SUCH POLICY WITH SELLERS WITH SELLERS for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair the loss if the proceeds be adequate, if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

10. CARE OF PROPERTY. Buyers shall take good care of this property, shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Buyers shall not make any material alteration in said premises without the written consent of the Sellers. Buyers shall not use or permit said premises to be used for any illegal purpose.

*For assignment see
Deed Rec 61-678
5-15-97 - Seller's contract
To JGD - Assignee of Bown
To Oglesbee & Gee
Rec'd Oct 29 - 3:10 p.m.
3-19-98*

EXHIBIT "A"

23. The Buyers agree they, and each of them, have had adequate opportunity to inspect the premises and agree the premises are bought in its present "AS IS" condition.

24. This contract does not include the stove or clothes dryer on the premises.

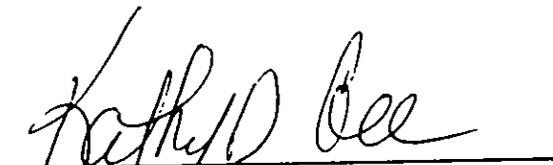
25. The parties agree the Buyer shall not resell or otherwise convey the premises to any third party, other than a cash sale of the premises, until after October, 1994.

26. **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 _____, MADISON COUNTY, IOWA, ON THIS _____ DAY OF OCTOBER, 1991.


PAUL W. OGLESBEE, BUYER


KATHY D. GEE, BUYER