

FILED NO. 2541

BOOK 128 PAGE 723

91 MAY 15 PH 3:00

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Fee \$15.00

SPACE ABOVE THIS LINE
FOR RECORDER



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between A. JOHN MARTIN and BECKY L. MARTIN, Husband and Wife,

(“Sellers”), and TIMOTHY J. GREEN

(“Buyers”) Madison
County, Iowa, described as:

A parcel of land in the Northeast Quarter (¼) of the Southeast Quarter (¼) of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter (¼) of the Southeast Quarter (¼) of Section Thirty (30), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence along the North line of said Northeast Quarter (¼) of the Southeast Quarter (¼), North 84°30'00" East, 331.91 feet, to the point of beginning. Thence continuing along said North line, North 84°30'00" East, 447.77 feet; thence South 01°45'14" East, 143.35 feet; thence South 51°52'23" West, 552.93 feet; thence North 01°57'48" West, 442.00 feet to the point of beginning. Said parcel of land contains 3.000 Acres.

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.)

(the "Real Estate"), upon the following terms.

1. **PRICE.** The total purchase price for the Real Estate is Forty-five thousand and no/100 Dollars (\$ 45,000.00)
of which SIX HUNDRED AND NO/100 Dollars (\$ 600.00)
has been paid. Buyers shall pay the balance to Sellers ~~directly to Sellers or to an~~ escrow agent per Agreement dated March 28, 1991, as follows:

See payment provisions on attached Exhibit "A"

2. **INTEREST.** Buyers shall pay interest from May 1, 1991 on the unpaid balance, at the rate of nine (9) percent per annum, payable monthly as set forth in Exhibit "A" payment provisions

Buyers shall also pay interest at the rate of nine (9) percent 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.** Sellers shall pay all of the taxes payable in the fiscal year beginning 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.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract or _____. All other special assessments shall be paid by Buyers.

5. **POSSESSION.** Sellers shall give Buyers possession of the Real Estate on May 15, 19 91 provided Buyers are not in default under this contract.

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.

FOR ASSIGNMENT SEE
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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 _____, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, 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.) _____

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 term 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 to 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, Sellers may, at Seller's option, either (i) forfeit Buyers' rights in this contract as provided in the Iowa Code, and all payments made by Buyers shall be forfeited or (ii) upon thirty days written notice by Sellers to Buyers of Sellers' 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, and 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 Iowa Code.

b. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and 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 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. **JOINER 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 shares or in compliance with Section 561.13 of the Iowa 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, 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.**

See additional provisions on the attached Exhibit "A".

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MAY 1 1991
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Dated: May 1, 19 91

Timothy J. Green
Timothy J. Green

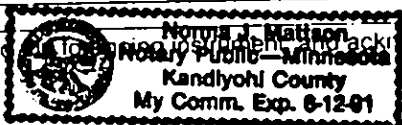
BUYERS

A. John Martin
Becky L. Martin
A. John Martin
Becky L. Martin

SELLERS

STATE OF IOWA, COUNTY OF MADISON, ss:
On this 1 day of May, 19 91, before me, the undersigned, a Notary Public in and for said State, personally appeared A. John Martin and Becky L. Martin

to me known to be the identical persons named in and who executed the same as their voluntary act and deed.



Norma J. Mallon, Notary Public in and for Said State

EXHIBIT "A" - Martin/Green Real Estate Contract

Payment Provisions:

Four Thousand Four Hundred Dollars (\$4,400.00) on May 15, 1991; with the balance of Forty Thousand Dollars (\$40,000.00) payable as follows:

\$405.71 or more on June 1, 1991; and
\$405.71 or more on or before the 1st day of each month thereafter until January 1, 1995, when the entire balance shall be due and payable.

Said monthly payments shall be applied first to the interest then unpaid and next upon the balance of the principal. In the event any monthly payment is more than fifteen (15) days late, Buyer shall pay a penalty in addition to the monthly payment in the amount of five percent (5%) of the overdue payment.

Additional Provisions:

- a. The property is being sold in "as is" condition.
- b. It is understood that Buyer shall have the right to tear down any buildings on the property except the corn crib, big barn, grain bin and house, which shall be left on the property, and to which Paragraph 9 of this Real Estate Contract shall apply.
- c. The previous tenants and Sellers shall have until June 15, 1991, in which to remove all personal property from the premises, including, but not limited to, the collapsed garage and its contents, dumpsters and their contents, old machinery and equipment, corn in the bin, old washing machines and tires.
- d. On May 15, 1991, Buyer agrees to pay Sellers the sum of Seven Hundred Dollars (\$700.00) interest as interest for the time period that Buyer occupied said property in 1991 prior to the date of possession.