E OF IOWA, SS.	Book 56 Pag	Filed for Record (ding Fee \$10.00	July 19 _ Michelle Utsler, Recor	der, By Stelling	Deputy .
FORM 162A DO	MANAGEN					
	MPARED UP	NIFORM REA	L ESTATE	ONTRACT	Revi	lsed August, 19
THIS AGREE	MENT, made and en	ered into this1	stday o	ofJulv		19. 9:
by and between	Margare	t G. Cook	<u> </u>			
of the County of_	Polk	, State of	lowa, Seller, an	dJeff D	eniels	
of the County of	Madison	State o	flowa Buyer:			
WITNESSETH	, that the Seller sells	to the Buyer and	the Buver purch	ases the following	described real e	state situati
III III COUNTY OF	Madison k 16, Hartma	, State of	l lowa, to-wit:			
		- Tours		- Glaries	, ±8.	
						
SUBJECT TO ALL	RESTRICTIVE COVEN	IANTS OF RECORD	D AAID EVICTIALS	SACTIATIVES IN		···
	RESTRICTIVE COVEN NCES and PROPOSED	A DECEMBER 1992/2019	ACINI S TOT IMPORAL	is EASEMENTS, IF A rements which hav	NY, and to the property of the	provisions leted and c
INCLUDED in this	sale if located in or c	on said property a	nd if owned by a	allers are roller sh	adae evenia sada	
	oning equipment (except					
writing.	blinds, all shrubs c	and trees and all	other fixtures n	ot hereinafter spe	cifically reserved	by Seller
1. THE TOTA	AL PURCHASE PRICE	for the property is	Twenty-fix	e thousand	·	Dolla
\ *-23.000 -00	L payable at <u>M_a</u> ,	diaan	County low	a as follows:		
RECEIPT OF WHICE	om of	— ≇———— IO¼/LEDGED: and			Dollars (\$	
	ALANCE OF PURCHA			<u> </u>	<u>-</u>	Dollar
(\$	i detallawe m					
•	inglishing	wo nunazea mi-simil	Five dolla	rs and sixt	y-seven cer	its
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DEED RECORD 56 espainned has been said in fully 9. IT IS FURTHER AGREED by the parties hereto: Purchaser shall deposit \$50.00 per month in an account at Farmers and Merchants Bank in St. Charles, Iowa, to be held in escrow in said account by the Farmers and Merchants Bank acting escrow agent and paid by said Bank semi-annually to sathafy real estate taxes which are due and owing but not yet delinquent pursuant to escrow instructions provided to Farmers and Merchants Bank by Purchaser and Seller. In addition, Purchaser shall deposit each monthly payment of principal and interest in the amount of \$205.67 referred to in paragraph 1.8. above in Seller's account in the Farmers and Merchants bank on or before the date said monthly payments are due and payable as specified in said paragraph 1.B. 10. TIME IS OF THE ESSENCE of this Agreement. Failure promptly to assert rights of Seller hereunder shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. 11. DEFAULT. If the Buyer fails to perform any of the terms of this contract, the Seller may forfeit this contract as provided by the Statutes of lawa governing the forfeiture of real estate contracts, and if this contract is forfeited, Buyer shall thereafter be considered as a tenant holding over after termination of a lease. Upon completion of such forfeiture, all sums previously paid Seller hereunder and all improvements placed on the premises by Buyer shall become the absolute property of Seller as liquidated damages for the breach of this contract and as rent for the premises. In the event of compriance with the terms of the notice of forfeiture of this contract, Buyer shall pay the cost of serving said notice. 12. ACCELERATION. If Buyer falls for thirty days to perform any one or more of the terms of this contract, the Seller may, without further notice, declare the entire amount of the balance unpaid hereunder, immediately due and payable; and thereafter, at the option of the Seller, this contract may be foreclosed and a receiver may be appointed to take charge of said premises and collect the rents and profits therefrom to be applied as may be directed by the Court, and Buyer agrees to pay reasonable attorney fees therefor. 13. PERSONAL PROPERTY. If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, the personalty shall be considered indivisible from the real estate above described; and any such termination of Buyer's rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereof against all such personal property. 14. MORTGAGE BY SELLER. Buyer hereby agrees that the Seller, his heirs, legal representatives or assigns, may, at any time, mortgage said premises for an amount not exceeding the then unpaid part of the purchase price herein stipulated; provided, only, that unless the Buyer consents, the Interest rate and terms of payment of such mortgage shall be no more onerous that the requirements of this contract. Buyer agrees to sign all necessary papers incident to the making of any such mortgage that may be required by the lending agency. 15. BUYER'S RIGHTS UNDER ENCUMBRANCE. Seller-shall pay all interest and principal on all encumbrance of said premises created or suffered by Seller when the same become due, and in the event of a failure on Seller's part to make any such payment before it becomes delinquent, Buyer may pay the same and receive credit hereon for the amount so paid. If Buyer is acquiring this property from an equity holder, rather than from a titleholder, or in event there is a mortgage against said premises, then, in either of those events, Buyer heréby reserves the right, if reasonably necessary for his protection, to split the payments pro rata among the interested payees. 16. CONSTRUCTION. This Contract shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. The singular masculine gender is used to refer to the parties in this contract. Such terms shall be construed to include the feminine and neuter genders and the plural number, if applicable. Buyer acknowledges receipt of a fully completed copy of this instrument." DRESCONT DAY 2878 69% **01 69**57 8732 L 10 130 11 1 th restter tance on outs 1. That and two numbers, tive deliars and the principal and interes BUCKMEN कामा ४५८ nundred five Buyer Notary Public in the said Sounty and State, personally appeared to me known to be the persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed. ANN M. ANDERSON Notary Public in the State of Iowa

JNIFORM REAL ESTATE	10	OF 10WA MADISON COUNTY for record this Jufy 1. A. D., 19 91	3:10 o'clock P.M. and re- in Book 56 of Deeds		16 Mariest 50340
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