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DOV# 537

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

**SCAN** CHEK



## Real Estate Contract - Short Form

THE IOWA STATE BAR ASSOCIATION Official Form No. 143 Recorder's Cover Sheet

Preparer Information: (Name, address and phone number) Jerrold B. Oliver, P.O. Box 230, Winterset, IA 50273, Phone: (515) 462-3731

Taxpayer Information: (Name and complete address) Andrew James Boerjan and Lacy Dyan Boergan, 1408 SW Goodwin St., Ankeny, 1A 50023

Return Document To: (Name and complete address) Jerrold B. Oliver, P.O. Box 230, Winterset, IA 50273, Phone: (515) 462-3731

/ Grantors:

Robert J. Trausch Esther M. Trausch **Grantees:** 

Andrew James Boerjan Lacey Dyan Boerjan

Legal description: See Page 2

Document or instrument number of previously recorded documents:

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## REAL ESTATE CONTRACT

H _ N F N _	T FORM)
π is agreed between Robert J. Trausch and E	sther M. Trausch, Husband and Wife
("Setters"); and Andrew James Boerjan and Lacey Dyan Boerjan, bold Survivorship and Not as Tenants in Common	nusband and wife, as Joint Tenants with Full Rights
	Madison  division, Plat No. 2, located in the Northwest Quarter y-seven (77) North, Range Twenty-six (26) West of
with any easements and appurtenant servient estates, but subject to to a any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways; and (consider: liens; mineral rights; other easements; interest of others.	id
(the "Real Estate"), upon the following terms:  1. PRICE, The total purchase price for the Real Estate is.	Fifty-Six Thousand Five Hundred and 0/100
Five Thousand Five Hundred and 0/100  Dollars (\$	ommencing June 20, 2010, until May 20, 2040, when Said monthly payments shall be applied first to the

2. INTEREST. Buyers shall pay interest from May 20, 2010 on the unpaid balance, at the rate of 6.5 percent per annum payable as set forth above Buyers shall also pay interest at the rate of 6.5 percent per annum on all definquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the definquency or advance.

3. REAL ESTATE TAXES. Sellers shall pay taxes payable in the fiscal year beginning July 1, 2010, prorated to the date of possession

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.

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 lion on the Real Estate as of the date of this contract or

All other special assessments shall be paid by Buyers.

5. POSSESSION CLOSING. Sellers shall give Buyers possession of the Real Estate on May 20, 2010 provided Buyers are not in default under this contract. Closing shall be on May 20, 2010

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

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.

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, lowe law and the Title Standards of the lowe 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 properly 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, fending, gates and landscaping shall be considered a part of Real Estate and included in the sale except, (consider rental items.)

B. 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 assignces, 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 (a) fail to make the payments aforesaid, or any part lhereof, as same become due; or (b) fall to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such fiems become delinquent; or (c) fall to keep the property insured; or (d) fall to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Setlers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by lew (Chapter 656 Code of lowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Setlers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall all once peacefully be ousted and removed as such as provided by law.

b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654. The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sate of the property by sheriffs sate in such foreclosure proceedings, the time of one year for redemption from said sate provided by the statutes of the State of lows shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the lows Code if the redemption period is so reduced, for the first three (3) months after sate such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the lows Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size. (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Scillers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628 to of the lowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the lowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the lowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Selters as compensation for he use of said property, and/or as possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or falling to do so may be treated as lenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

c. 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. d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them. e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs 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 Sollers in the Real Estate, shall belong to Sellers as joint lenents with full proceeds of this sale, and any continuing or recaptured rights or content in the real setting, that before the series of pure 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. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this ofter, 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 contract only for the purpose of relinquishing all rights of dower, nomestead and distributive shares or in compliance with Section 561.13 of the lowa 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 Selliers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Selliers.

16. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, leminine. or neuter gender, according to the context.

17. RELEASE OF RIGHTS. Each of the Sellers hereby relinquishes all rights of dower, homestead and distributive share in and to the properly and walves all rights of exemption as to any of the property. 18. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist. "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of any such person, group, entity or nation. Each party hereby agrees to defend, indemnity and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification. 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. Hrdraw 52 Dated: Andrew James Boerian BUYERS Dated: BUYERS Lacey Dyan/Boerjan 19. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property. B. The Property is served by a private sewage disposal system, or there is a private sewage disposal system: on the Property — Seller and Buyer agree to the provision solocied in the attached Addendum for Inspection of Private Sewage Disposal System. C. Soller and Buyer-agree that this transaction is exempt from the time of transfer inspection requirements by reason that 20. ADDITIONAL PROVISIONS. See 1 in Addendum Robert J BUYERS SELLERS Lacey Dyan Boorjan COUNTY OF STATE OF LOWA This instrument was acknowledged before me on Robert J. Trausch and Esther M. Trausch Kb. Notary Public



## INDIVIDUAL NOTARY

	STATE OF <u>IOWA</u>	, COUNTY OF	en
	The instrument was acknown James Boerjan and Lacey D	owledged before me on/ 7	June, by Andrew
J. S.			Janni J. Smines
2-14-1		/	Notacy Public BONNIE J. SIMMON
Bis :	STATE OF	COLINITY OF	Commission Number 745 My Commission Expires February 14, 2013
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## Addendum

- 1. In the event Buyers sell all or any part of the above described real estate or assign this Real Estate Contract the Sellers shall have the right to declare the entire unpaid balance to be due and payable.
- 2. The real estate described above is subject to any easements of record and Restrictions, Covenants and Conditions for Walnut Cove Estates Subdivision.