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LISA SMITH, COUNTY RECORDER

MADISON IOWA

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## 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)

Breanna Young, 115 E First Street, PO Box 370, Earlham, IA 50072

### Taxpayer Information: (Name and complete address)

Roxanne Hensley, PO Box 276, Dexter, IA 50070

### Return Document To: (Name and complete address)

Breanna Young, 115 E First Street, PO Box 370, Earlham, IA 50072

### Grantors:

Roxanne Hensley

### Grantees:

Matthew Goodrich

Angela Goodrich

Legal description: See Page 2

Document or instrument number of previously recorded documents:



## REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Roxanne Hensley, a single person

("Sellers"); and

Matthew Goodrich and Angela Goodrich, husband and wife,

("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Madison  
County, Iowa, described as:

Lots Eleven (11) and Twelve (12) in Block Two (2) of Taylor's Addition to the Town of Earlham, 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;
- c. any easements of record for public utilities, roads and highways; and
- d. (consider: liens; mineral rights; other easements; interest of others.)

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

1. **PRICE.** The total purchase price for the Real Estate is One Hundred Fifty-Five Thousand and 00/100ths

Zero Dollars (\$ 155,000.00 ) of which

Dollars (\$ 0 ) has been paid. Buyers shall pay the balance to Sellers at PO Box 276, Dexter, IA 50070

or as directed by Sellers, as follows:

Buyers shall pay the purchase price in twenty-four (24) equal monthly installments, each in the amount of \$1,032.48, with the first being due on May 1, 2009, and the last being due on April 1, 2011. Each such \$1,032.48 installment shall include principal and interest thereon at the rate of 6.0 percent per annum, accruing from May 1, 2009.

The parties expressly agree that all unpaid principal and interest shall be due and payable in full on May 1, 2011.

**3. REAL ESTATE TAXES.** Seller shall pay all real-estate taxes accrued prior to May 1, 2011

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 sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa 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 Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale 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 Iowa 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) Sellers 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 628.16 of the Iowa 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 Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa 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 Sellers 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 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 at once peacefully remove therefrom, or failing to do so may be treated as tenants 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 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. JOINDER 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. RELEASE OF RIGHTS.** Each of the Buyers hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

**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: April 20, 2009

Dated: April 20, 2009

Matthew Goodrich

BUYERS

Angela Goodrich

BUYERS

18. ADDITIONAL PROVISIONS.

A. Buyers agree to purchase the real estate in "as-is" condition. Seller makes no warranty or representation as to the physical condition of the real estate.

B. Buyers agree to pay all utilities with respect to the real estate incurred on or after May 1, 2009.

Roxanne Hensley  
Roxanne Hensley  
SELLERS

Matthew Goodrich  
Matthew Goodrich  
Angela Goodrich  
Angela Goodrich  
BUYERS

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on April 20, 2009, by,  
Roxanne Hensley, Matthew Goodrich, and Angela Goodrich

Breanna Young  
Breanna Young, Notary Public

