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LISA SMITH. COUNTY RECORDER
MADISON IOWA



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)

Kevin L. Sanders and Vicki T. Sanders, 2508 Ridgewood Dr., West Des Moines, IA 50265

✓ **Return Document To:** (Name and complete address)

Kevin L. Sanders and Vicki T. Sanders, 2508 Ridgewood Dr., West Des Moines, IA 50265

Grantors:

Barry H. Trindle
Delpha M. Trindle

Grantees:

Kevin L. Sanders
Vicki T. Sanders

Legal description: See Page 2

Document or instrument number of previously recorded documents:



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Barry H. Trindle and Delpha M. Trindle, Husband and Wife

("Sellers"); and

Kevin L. Sanders and Vicki T. Sanders as Joint Tenants with Full Rights of Survivorship and Not as Tenants in Common

("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Madison
County, Iowa, described as:
See Exhibit "A" attached.

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-Nine Thousand Seven Hundred Fifty and 0/100 Dollars (\$ 159,750.00) of which

Dollars (\$ _____) has been paid. Buyers shall pay the balance to Sellers at Winterset, Iowa.

or as directed by Sellers, as follows:

\$1054.28 on the 1st day of each month beginning July 1, 2008, until June 1, 2018, when the entire unpaid 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. The Buyers shall have the right to make additional payments at any time.

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 Sellers 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.

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, indemnify 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.

Dated: 6/26/08

Dated: 6/26/08

[Signature]
[Signature]
BUYERS
BUYERS

19. ADDITIONAL PROVISIONS.

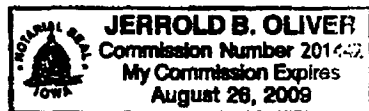
In the event Sellers, including the estate of either of them, should desire to sell any additional adjacent real estate the Buyer shall have the right of first refusal to purchase said real estate. If Sellers desire to sell said real estate, they shall give Buyers notice in writing stating the price for which and the terms on which they are willing to sell said real estate. Buyers shall have ten (10) days in which to accept said offer by Sellers. If Buyers do not accept Sellers' offer to purchase said real estate for the price and terms offered to them, Sellers may sell said real estate to any other person at a price equal to or greater than and on terms no more favorable than those stated in Sellers' offer.

Dated: 6-11-08
[Signature]
Barry H. Trindle
[Signature]
Delpha M. Trindle
SELLERS

08
[Signature]
Kevin L. Sanders
[Signature]
Vicki T. Sanders
BUYERS

STATE OF IOWA, COUNTY OF _____ STATE _____
This instrument was acknowledged before me on June 11, 2008, by
Barry H. Trindle and Delpha M. Trindle

[Signature]
Notary Public



STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 20th day of June, 2008
2008, by Kevin L. Sanders and Vicki T. Sanders.

Sheri Wauters

Notary Public in and for said State of Iowa



LEGAL DESCRIPTION:

Parcel "F", located in the Southeast Quarter of the Southeast Quarter of Section 4, and in the Northeast Quarter of the Northeast Quarter of Section 9, all in Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 4, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence North 00°39'13" East, 784.79 feet along the West line of the Southeast Quarter of the Southeast Quarter of said Section 4; thence North 89°59'20" East, 1065.50 feet; thence South 01°19'41" West, 1120.96 feet along an existing fenceline; thence South 62°14'48" West, 1002.62 feet to a point on the centerline of an existing County Road; thence North 28°31'42" West, 238.73 feet along said Road Centerline; thence Northwesterly 219.23 feet along an 429.18-foot radius curve, concave Northeasterly, with a chord of North 13°53'49" West, 216.82 feet to a point on the West line of the Northeast Quarter of the Northeast Quarter of Section 9, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence North 00°44'05" East, 382.41 feet along the West line of the Northeast Quarter of the Northeast Quarter of said Section 9 to the Point of Beginning. Said Parcel contains 33.17 acres, including 1.22 acres of County Road right-of-way.

EASEMENT LEGAL DESCRIPTION:

A 35.00-foot wide Ingress/Egress and Public Utility Easement located in the Southwest Quarter of the Southwest Quarter of Section 3, and in the Southeast Quarter of the Southeast Quarter of Section 4, all in Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Parcel "F", a plat of survey located in the Southeast Quarter of the Southeast Quarter of Section 4, and in the Northeast Quarter of the Northeast Quarter of Section 9, all in Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence South 89°59'20" West, 35.00 feet along the North line of said Parcel "F"; thence North 00°25'34" West, 34.75 feet; thence North 89°34'32" East, 788.41 feet; thence North 03°04'31" East, 483.31 feet to a point on the centerline of an existing County Road; thence South 89°49'25" East, 35.04 feet along said road centerline; thence South 03°04'31" West, 518.01 feet to a point in an existing fenceline; thence South 89°34'32" West, 786.33 feet along said fenceline to the Easement Point of Beginning.