

JOAN WELCH
MADISON COUNTY AUDITOR

To: NANCY & THOMAS HORN Date: 6/9/99
2910 220TH ST
WINTERSSET, IA. 50273

From: Joan Welch, Madison County Auditor

RE: NOT IN COMPLIANCE WITH SECTION 354.4 AND 354.13 IA. CODE SURVEY NEEDED
BEFORE PROPERTIES CAN BE TRANSFERED.

NOTICE OF REQUIREMENT TO FILE PLAT OF SURVEY

Pursuant to Section 354.4 and 354.13, copies of which are attached, you are hereby notified that as owners of the land or of some interest in the land hereinbefore described above, which has been divided using a metes and bounds description, you are required by the aforementioned Code sections to have a plat of survey made of the division and record same as required by Chapter 354, Code of Iowa. Information concerning the preparation and recording of plats of survey may be obtained by consulting Chapter 354, Code of Iowa.

You are further notified if you fail, within thirty (30) days to comply with this notice, or file with the Madison County Auditor's Office a statement of intent to comply with this notice, a surveyor shall be contracted to have a survey made and a plat of survey recorded as necessary to comply with Chapter 354, Code of Iowa. Pursuant to Section 354.17, Code of Iowa, the total cost of the surveying, platting and recording of a plat shall be assessed to each parcel included in the plat of survey and collected in the same manner as general taxes.

You are further notified that pursuant to Section 354.14, you may appeal said notice to the District Court within twenty (20) days after receiving this notice.

If you have any questions regarding this notice, please contact me in my office at 462-3914.

Dated this 9th day of JUNE, 1999 at Winterset, Madison County, Iowa.

REC No Fee
AUD \$ _____
F.M.F. \$ _____

COMPUTER
RECORDED
COMPARED

FILED NO. 5002
BOOK 45 PAGE 718
99 JUN -9 PH 1:15
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Joan Welch
by Deb Colbran
Deputy
Joan Welch
Madison County Auditor
SEAL
MADISON COUNTY IOWA
Madison County Courthouse, P. O. Box 152, Winterset, Iowa 50273

Auditor

REC \$ 10.00

AUD \$

R.M.F. \$ 1.00

COMPUTER ✓

RECORDED ✓

COMPARED ✓

FILED NO: 4727

BOOK 141 PAGE 477

99 MAY 21 PH 3:55

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Preparer Information: JOHN E. CASPER, 223 E. COURT AVENUE, WINTERSET, (515) 462-4912

SPACE ABOVE THIS LINE FOR RECORDER



REAL ESTATE CONTRACT- INSTALLMENTS

IT IS AGREED this 21st day of MAY, 19 99, by and between NANCY HORN and THOMAS HORN, wife and husband

of the County MADISON, State of Iowa, Sellers; and RONALD W. MARTIN and RENEE L. MARTIN, husband and wife, as Joint Tenants with full rights of survivorship and not as Tenants in Common,

of the County of MADISON, State of Iowa, Buyers;

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to purchase the following described real estate situated in the County of MADISON, State of Iowa, to-wit:

The North Eleven (11) acres of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Five (5), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked "Exhibit A" all upon the terms and conditions following:

- 1. TOTAL PURCHASE PRICE. The Buyers agree to pay for said property the total of \$ 3,740.00 due and payable at 2910 - 220TH STREET, WINTERSET, MADISON County, Iowa, as follows: (a) DOWN PAYMENT of \$ 0.00 RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED: and (b) BALANCE OF PURCHASE PRICE, \$ 3,740.00, as follows:

\$374.00, or more, due on or before March 1, 2000; and, \$374.00, or more, due on or before the first day of March of each year thereafter until all balances due hereunder are paid in full. The principal shall not bear any interest.

- 2. POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on the 1st day of March, 19 99; and thereafter so long as they shall perform the obligations of this contract. If Buyers are taking subject to the rights of lessees and are entitled to rentals therefrom on and after date of possession, so indicate by "yes" in the space following NO

- 3. TAXES. Sellers shall pay 2/3 of the property taxes payable during the fiscal year commencing on July 1, 1999,

and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not assumed by Sellers and all subsequent taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, each year, shall furnish to the other parties evidence of payment of such items not later than July 15 of each year. Any proration of taxes shall be based upon the taxes for the year currently payable unless, the parties state otherwise. (Decide, for yourself, if that formula is fair if Buyers are purchasing a lot with newly built improvements).

- 4. SPECIAL ASSESSMENTS. Sellers shall pay the special assessments against this property. (Strike out either (a) or (b) below.)

(a) Which are a lien thereon as of March 1, 1999

(b) Which are a lien thereon as of (Date)

(c) Including all sewage disposal assessments for overage charge heretofore assessed by any municipality having jurisdiction as of date of possession.

Buyers, except as above stated, shall pay all subsequent special assessments and charges before they become delinquent.

- 5. MORTGAGE. Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Sellers so as not to prejudice the Buyers' equity herein. Should Sellers fail to pay, Buyers may pay any such sums in default and shall receive credit on this contract for such sums so paid. MORTGAGE BY SELLERS. Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage for any amount not exceeding 0.00% of the then unpaid balance of the purchase price herein provided. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this contract. Buyers hereby expressly consent to such a mortgage and agree to execute and deliver all necessary papers to aid Sellers in securing such a mortgage which shall be prior and paramount to any of Buyers' then rights in said property. DEED FOR BUYERS SUBJECT TO MORTGAGE. If Buyers have reduced the balance of this contract to the amount of any existing mortgage balance on said premises, they may at their option, assume and agree to pay said mortgage according to its terms, and subject to such mortgage shall receive a deed to said premises; or Sellers, at their option, any time before Buyers have made such a mortgage commitment, may reduce or pay off such mortgage ALLOCATED PAYMENTS. Buyers, in the event of acquiring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said premises, reserve the right, if reasonably necessary for their protection to divide or allocate the payments to the interested parties as their interests may appear. SELLERS AS TRUSTEES. Sellers agree that they will collect no money hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the encumbrance on the interest of Sellers or their assigns in said real estate; and if Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyers for the use and benefit of the Buyers.