

JOAN WELCH
MADISON COUNTY AUDITOR

To: DARIN KITE Date: 1-7-98
1211 66TH
WEST DES MOINES IA. 50266

From: Joan Welch, Madison County Auditor

RE: NOT IN COMPLIANCE WITH CODE OF IA. PLATTING LAW
COPY ENCLOSED

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 7TH day of JANUARY, 1998 at Winterset, Madison County, Iowa.

Joan Welch
Joan Welch
Madison County Auditor

File
REC. FILE
ADD.
R.M.P.

COMPUTER
RECORDED
COMPARED

FILED NO. 2500
BOOK 44 PAGE 562
98 JAN -7 AM 10:32
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

MADISON COUNTY IOWA
SEAL
Madison County Courthouse, P. O. Box 152, Winterset, Iowa 50273
IOWA

Walters

COMPUTER
RECORDED
COMPARED

FILED NO. 2487
BOOK 138 PAGE 368
98 JAN -5 PM 3:55

REC \$ 10.00
AUD \$
R.M.F. \$ 1.00

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

SPACE ABOVE THIS LINE
FOR RECORDER



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between A & M Trust, Box 156, Patterson, Iowa 50218

_____, ("Sellers"), and Darin Kite, 1211 66th, West Des Moines,
Iowa 50266

_____, ("Buyers")

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

The South (60) Sixty rods of the (SE $\frac{1}{4}$) South East Quarter of the
(NW $\frac{1}{4}$) North West Quarter except the West (40) Forty rods;
(450') Four hundred & fifty feet square of the (SW $\frac{1}{4}$) South West
Quarter of the (NE $\frac{1}{4}$) North East Quarter Section (23) Twenty three
Twp. (74) Seventy four North, Range (28) Twenty eight West of the
5th P.M., 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; interests of others.) Twenty foot easement from the South West corner of the property to highway 169.
(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is Fourteen thousand dollars.
_____ Dollars (\$ 14,000.00)
of which Four thousand _____ Dollars (\$ 4,000.00)
has been paid. Buyers shall pay the balance to Sellers at Box 156, Patterson, Iowa 50218 or as
directed by Sellers, as follows: Two thousand dollars (\$2,000.00) each December 31st
on the principal plus interest at eight percent (8%) on the unpaid
balance through and including the year of 2002.

2. **INTEREST.** Buyers shall pay interest from December 31, 1997 on the unpaid balance, at
the rate of (8) eight percent per annum, payable _____

Buyers shall also pay interest at the rate of _____ percent per annum on all delinquent amounts and any sum
reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Sellers shall pay Prorate taxes for 1998 for tax year 1997.

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.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date
of this contract or _____
All other special assessments shall be paid by Buyers.

5. **POSSESSION.** Sellers shall give Buyers possession of the Real Estate on December 31, 19 97
provided Buyers are not in default under this contract.

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.