#### NoFee

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92 JUN 29 AH 8: 39

## JOAN WELCH MADISON COUNTY AUDITOR

	JOAN WELCH MADISON COUNTY AUDITOR	MICHELLE UTSLER RECORFER TO COURSE THEM
To:	Preferred Risk Life Ins. Co Date:	6/26/92
	1111 Ashworth Rd.	
	West Des Moines, Ia. 50265	
Fro	n: Joan Welch, Madison County Auditor	
RE:	See Attached land description	<del></del> -
	<u> </u>	

### NOTICE OF REQUIREMENT TO FILE PLAT OF SURVEY

Pursuant to Section 409A.4 and 409A.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 409A, Code of Iowa. Information concerning the preparation and recording of plats of survey may be obtained by consulting Chapter 409A, 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 409A, Code of Iowa. Pursuant to Section 409A.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 409A.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 in mν office at 462-3914.

pated this 26th	day of June	, 1992 at W	interset, Madiso	on County, Iowa.
A CONTRACTOR	201			
Joan Weich Madison County Aud	ditor			

Madison County Courthouse, P. O. Box 152, Winterset, Iowa 50273

this is copy of contract Pref. Risk to mapes

Needs

REAL ESTATE CONTRACT

FILED NO. 1984 EDEN 128 PAGE 595 91 APR -2 AH 9: 01

MICHELLE UTSLER RECORDER MADISON COUNTY, 10%

FEE: \$20.00 \_COMPARED\_

IT IS AGREED between Preferred Risk Life Insurance Company, a Colorado Corporation, Seller, and Dean H. Mapes and Barbara J. Kapes, husband and wife, of Madison County, Iowa, Buyer:

That Seller thereby agrees to sell and Buyer hereby agrees to buy the real estate situated in Madison County, Iowa, described as:

All of Section Six (6) except the East Half (1/2) of the Fractional Northeast Quarter (1/4) of the Northeast Quarter (1/4) and except the Fractional Northwest Quarter (1/4) and except that part of the Southwest Quarter (1/4) and except that part of the Southwest Fractional Quarter (1/4) of the Southwest Quarter (1/4) lying West of the Public Highway \$169 \text{mind} and the Northwest Fractional Quarter (1/4) of the Northwest Quarter (1/4) and all that part of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) lying and being North of the main channel of North River as the same runs through said forty-acre tract, in Section Seven (7); all in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M.; and all that part of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twelve (12) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M. lying and being South and East of Public Highway \$169 as now located; all in Madison County, Iowa.

together with all easements and servient estates appurtenant thereto, upon the following terms:

1. TOTAL PURCHASE PRICE for said property is the sum of Three Hundred Sixty-four Thousand One Hundred Dollars (\$364,100.00) of which One Thousand Dollars (\$1,000.00) has been paid to Hertz Farm Management, Inc. of Navada, Iowa. the escrow agent, receipt of which is hereby acknowledged by Seller; and Buyer agrees to pay to Seller at the business office of Seller, or as directed by Seller as follows:

\$35,410.00 on March 29, 1991.

2. PAYMENTS. Beginning December 15, 1991, the Buyer agrees to make semi-annual payments to the Seller in the amount of \$21,316.70, or more, at the business office of the Seller or as directed by Seller. Payments in the amount of \$21,316.70, or more, shall be made on each June 15 and December 15 of each calendar year following the payment to be made on December 15, 1991, until June 15, 2006, when all remaining balances shall be due and payable in full. The installment payments include principal and interest. All payments shall first be credited towards interest accrued to the date of payment and the balance towards the reduction of principal. The Buyer shall pay Seller as directed above, interest on the unpaid principal balance from June 15, 1991, at the rate of 10% per annum payable as herein provided. In the event of Buyer prepayments of principal, the semi-annual payment amount shall be adjusted to allow the contract

Jo Ann



# REAL ESTATE CONTRACT-INSTALLMENTS

	W 15. W	
( )	None in the second seco	
P	IT IS AGREED this day of March 19 92 by and betweenDean H. Map	es and
	Barbara J. Mapes, husband and wife	
Ĺ.,	of the County Madison  State of lows, Selbers; and Greg Mapes and Jo Le  while as Joint Tenants with full rights of survivorship and h  tenants with full rights of survivorship and h  manon, an undivided one half interests and one survivorship and not a  manon, an undivided one half interests  of the County of Madison  State of lows, Buyers;	e Mapes, hu
COD	d wire, as Joint lenants with full fights of survivorship and namen mon, an undivided one-half interest; and ly mapes and marsha h fer as Joint Tenants with full rights of survivorship and not a	apes, husba
Com	re, as Joint Tenants with tull rights of survivorship and not a mmon, an undivided one-half interest.	<del>s lenants</del> 1
	mmon, an undivided one-half interest.  of the County of Madison	f the promises
<u> </u>	hereby agree with the Sellers to purchase the following described real estate situated in the County of	
d ii	State of lows, to-wit:	· · · · · · · · · · · · · · · · · · ·
ď	•	
N	•	
YJ.	11 that part of Section Six (6) lying and being North of the	County Road
Ri	ight of Way as the same now crosses this Section except the East	Half (%) of
th	he Fractional Northeast Quarter (1) of the Northeast Quarter (1)	and except
th	he Practional Northwest Quarter (1) of the Northwest Quarter (1)	and except
th	hat part of the Southwest Fractional Quarter (4) of the Southw 4) lying West of the Public Highway \$169 in Township Seventy-six	(76) North
1 (1 D	ange Twenty-seven (27) West of the 5th P.M. in Madison County,	Towa
, Ra	together with any easements and servient estates appurtenant thereto, but with such reservations and except	
	together with any easements and servicin estates appurtonant therein, but with such reservations and exceptions with estated, and certain personal property if and as may be herein described of if and as an itemized	
	hereto and marked "Exhibit A" all upon the terms and conditions following:	
		due and payable at
E	R. R. #2 Box #7. Winterset Madison c	curity, town, se tollows:
i	MICHAPTOF WHICH IS 4 5 2,000,00 RECEPT OF WHICH IS HERESY ACKNOWLEDGED; and MICHAEL ANCE OF PURCHASE PRICE \$182,000,00 as tollines \$21,316,70, or more, du	
) D.	MANAMORPHICHAEPINGE \$192,000,00	first day
De	December of each year thereafter until December 1, 2006 when all	balances of
	nereunder are payable in full. The annual payments include prin	
	interest. All payments shall be first credited towards the inte	
to	to the date of payment and the balance towards the reduction in	principal.
	Buyer shall pay Seller interest upon the unpaid principal balanc	
	992 at the rate of ten percent (10%) per annum payable annually	as above
, pr	rovided.	•
,1	E OF 10WA Inst. No. 2149 Flied for Record title 13 day of March 19.92 at 1	45 PM
	SON COUNTY, BOOK 129 Page 635 Recenting Fee \$10.00 Michaele Utsler, Recorder, By Selection	ef H. Hens
ii	·	/ Deouty 4
	2. PODEESSION. Buyers, commently with dust performance on their part shell be conflict to possession of and promises on the 15th  March 192 ; and threesfar so tong as they shell partners be deligation at this contract. If Buyers are being aution	
1	and are entitled to reside therefore on and other date of passession, so indicate by You' in the space televing Not Applicable	
ij	A TAXES. Sales and pay all the property taxes payable in the fiscal ye	ar
à	commencing on July 1, 1991	
ė,		
u H	and any unpoid taxes thangen payable in prior years. Buyers shall pay any taxes not assumed by Solies and all subsequent taxes before each become delen	
'i	responsible for the payment of each times, and the special assessments, if any, each year, shall funded to the other parties evidence of payment of such home not le	for then July 15 of each
	year, Any providen at turns shell be based upon the turns for the year currently popular unless the parties state inhervice. (Decide, for yoursel, it that termile is left if Eleyate are pureleasing a let with nearly built improvements.)	
á	4. SPECIAL ASSENSINENTS. Soften that pay the apastal assessments against this property: (Birthe and alther (a) or (b) below.)	
-	KWARAKANA MANANA	
-	by Witchers a Sentiment of March 15, 1992	
1	(c) including all accesses deposed accessments for everage charge hardesfers accessed by any municipality having jurisdiction as of date of possession.	
11	Buyers, except as above elabed, whall pay all exhaustions special assessments and charges, before they become distinguent.	
Į.	8. MORTEAGE. Any marigage or uncombrance of a similar nature against the solid property shall be timely point by Sellors so as not to projudice the Skylor	of action barries. Should
Ä	Select tell to pay, Buyers may pay any much turns in default and shall receive credit on this contract for such sums on paid. MORTGAGE BY SELLERS. Selects, the	ir automators in interest
ij		us then the installment
1	shall be prior and parameter to any of Reprint then rights in said property. DEED FOR BUYERS SUBJECT TO MORTGAGE, Il Buyers have reduced the balance	of this contract to the
	messive a dead to said previous; of Gelfon, of their option, sky time before they made each a mergage commitment, may reduce or pay oil such mergage. All	OCATED PAYMENTS.
1	recovery for their prescripts to divide or allocate the payments to the interested portion on their interests may appear. SELLERS AS TRUSTEES. Solvers agree that the	ey will collect no money
4	or analyse may, and harely receive the right to it day live earlyings that right, the or harves in such previous or is onew or extend any existing encigage for an experiment of the party of the third or the previous price investigate provided. The interest enter and executation through darks be no more owner or an experiment of the price and parameter to the price and parameter to the price price parameter to the price price parameter to the price price parameter to the price p	id money as the sport
÷		
ï	6. INSURFANCE. Except as may be offerwise instanted to the last continue of prospering in 1(b) above. Deprive an entire intermediate of personal processors between the second of the processors and the processor of the proces	sep in Torce, insurance. esonably require on all
9	buildings and improvements, now on or hermitist placed on said promises and any personal property which may be the subject of this contract, in companies to be a Select in an amount not less than the full fraundles value of such improvements and personal property or not less than the unpaid purchase price herein whichever	esegnably approved by amount is smaller with
4	Salary is an amount not bear than the full frequentles value of such improvements and present improvement on the salary to real teach the security and the salary teach representations people in global and flagored as their interests are reported. SIMLA PROMETY USER/OFF SIMLOV WITH PROFICE SIMLATH SECURITY INTERESTS WITH security for the personnel of the salary teach security less, the insurance processing may be used under the apparation of the Salary teach security less in the processing the administration. In the event of any secular security less, the insurance processing may be used under the apparation of the Salary teach security less. The insurance processing may be used under the apparation of the Salary teach security less.	ELLERS for the further lers to replace or reper
	The loss if the proceeds the adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as any the obligations benefit.	urity for the payment of
		premises in good and
	7. CARE OF PROPERTY. Buyers shall take good care at this property; shall loop the buildings and other improvements your or horselfur placed on the sale reasonable repair and shall not least, control or the same samily to the other. Buyers shall not each any assistant observior in said promotes with the Section Buyers and not use or partial said premises to be used for any filling purpose.	out the writer consent
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		STATE CONTRACT Revised October, 1988