

COMPARED

FILED NO. 3180

No Fee

BOOK 41 PAGE 22

92 JUN 29 AM 8:41

JOAN WELCH
MADISON COUNTY AUDITOR

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

To: Mr. & Mrs. Dean H. Mapes

Date: 6/26/92

R. 2, Box 7

Winterset, Ia. 50273

From: Joan Welch, Madison County Auditor

RE: See attached land description

NOTICE OF REQUIREMENT TO FILE PLAT OF SURVEY

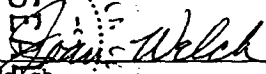
Pursuant to Section 409A.4 and 409A.13, copies of which are attached, you are hereby notified that as owners of the land or of some interest in the land hereinbefore described above, which has been divided using a metes and bounds description, you are required by the aforementioned Code sections to have 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 me in my office at 462-3914.

Dated this 26th day of June, 1992 at Winterset, Madison County, Iowa.


Joan Welch
Madison County Auditor

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

this is copy of contract
Pref. Risk to Mapes

Needs
Survey

FILED NO. 1984
BOOK 128 PAGE 598
91 APR -2 AM 9:0
MICHELLE UTSLE
RECORDER
MADISON COUNTY, IOWA
FEE: \$20.00
COMPARED

REAL ESTATE CONTRACT

IT IS AGREED between Preferred Risk Life Insurance Company, a Colorado Corporation, Seller, and Dean H. Mapes and Barbara J. Mapes, 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) of the Northwest 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; 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 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 Nevada, 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

Joan: Per our discussion regarding Contract between Mapes and Mapes. It looks like this is a split on three parcels. Mapes is buying on contract from Preferred Risk. When Mapes is selling to the kids he is selling North of the Road. We find a problem in the SE 5th, SW SE and SE SE in Sec 6-76-27 because it all involved North of the Road. There is a part in the SW SW West of the Highway that the committee might want to also discuss but it was sold that way when the Mapes bought on contract from Preferred Risk.

Thanks,
Jo Ann

