

JOAN WELCH
MADISON COUNTY AUDITOR

To: VINCENT WILDIN Date: AUGUST 27, 1993
R.R. 3, BOX 194
WINTERSSET, IA. 50273

From: Joan Welch, Madison County Auditor

RE: SURVEY OF THREE ACRES NW CORNER, SE 1/4 SW 1/4 TOWNSHIP 74, RANGE 28

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.

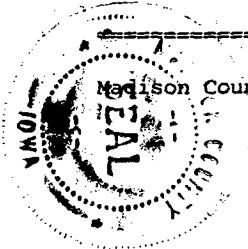
Dated this 27 day of AUGUST, 1993 at Winterset, Madison County, Iowa.

Joan Welch
Joan Welch
Madison County Auditor

REC \$ 72
AUD \$ _____

FILED NO. 534
BOOK 41 PAGE 577
93 AUG 27 PH 4:02

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA



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

COMPUTER ✓
RECORDED ✓
COMPARED ✓

THE IOWA STATE BAR ASSOCIATION
Official Form No. 143

FOR THE LEGAL EFFECT OF THE USE OF
THIS FORM, CONSULT YOUR LAWYER

COMPUTER
RECORDED
COMPARED

FILED NO. 419

BOOK 131 PAGE 783

93 AUG 13 PM 2: 21

REC \$ 11.00
AUD \$ _____

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

SPACE ABOVE THIS LINE
FOR RECORDER



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between
Claude Grout and Eleanor Grout, husband and wife,

("Sellers"); and
Vincent C. Wildin

("Buyers").

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

The Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) and the East Half of the Southwest Quarter (E1/2SW1/4) except approximately three (3) acres and the house located in the Northwest corner of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4), all in Section One (1), Township Seventy-four (74) North, Range Twenty-eight (28) West of the 5th P.M.

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 Thirty-five thousand & No/100 - - - - Dollars (\$ 35,000.00) of which One Thousand & No/100 - - - - - Dollars (\$ 1,000.00) has been paid. Buyers shall pay the balance to Sellers at their residence or as directed by Sellers, as follows:

The balance of \$34,000.00 shall be paid on or before March 1, 1994 contingent upon the Seller proving merchantable title and providing a warranty deed to buyer.

2. INTEREST. Buyers shall pay interest from March 1, 1994 on the unpaid balance, at the rate of 10.0 percent per annum, payable on demand. Buyers shall also pay interest at the rate of 10.0 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 real estate taxes prorated to December 31, 1993

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 March 1, 1994 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