

JOAN WELCH
MADISON COUNTY AUDITOR

To: Mr. & Mrs. John Slaton Date: 2/13/92
160 W. Turner, Box 173
Truro, Ia. 50257

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 13th day of February, 1992 at Winterset, Madison County, Iowa.

Joan Welch
Joan Welch
Madison County Auditor
Seal: MADISON COUNTY IOWA

1906
FILED NO. _____
BOOK 40 PAGE 642
92 FEB 14 AM 11:33

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

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

no fee
filed by county

JOAN WELCH
MADISON COUNTY AUDITOR

To: Mr. & Mrs. Gale Palmer Date: 2/13/92
2101 Ryan Dr.
Weatherford, OK 73096

From: Joan Welch, Madison County Auditor

RE: See attached land description

NOTICE OF REQUIREMENT TO FILE PLAT OF SURVEY

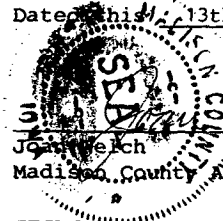
Pursuant to Section 409A.4 and 409A.13, copies of which are attached, you are hereby notified that as owners of the land or of some interest in the land hereinbefore described above, which has been divided using a metes and bounds description, you are required by the aforementioned Code sections to have 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 13th day of February, 1992 at Winterset, Madison County, Iowa.

 *Joan Welch*
Joan Welch
Madison County Auditor

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

p.c.: Steve Warrington, Union State Bank

IT IS AGREED between Gale R. Palmer and Dixie L. Palmer
of Custer County, State of Oklahoma Sellers, and John Slaton and
Sandra Slaton of Madison County, State of Iowa Buyers.
That Sellers hereby agree to sell and Buyers hereby agree to buy the Real Estate situated in
Madison County, State of Iowa described as:

Lot One (1) of H & K Subdivision to Truro, Madison County, Iowa and the West
Fifteen (15) feet of a tract of real estate legally described as beginning
at a point 343 feet West of the Northeast corner of the Southeast Quarter
(¼) of the Southeast Quarter (¼) of the Northeast Quarter (¼) of Section
Sixteen (16), Township Seventy-four (74) North, Range Twenty-six (26) West
of the 5th P.M., Madison County, Iowa thence South 70.0 feet; thence N 86°
16' E. 60.0 feet; thence north 70.0 feet; and thence South 86°16' West 60.0
feet to the point of beginning.

1527

BOOK PAGE

91 DEC 27 PM 12: 30

MICHELLE E. UTZLER
RECORDER
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 Forty Thousand Dollars Dollars (\$ 40,000.00) of which Four Thousand Dollars (\$ 4,000.00) has been paid herewith, receipt of which is hereby acknowledged by Sellers; and Buyers agree to pay the balance to Sellers as directed by Sellers, as follows: \$375.00 on the first day of November, 1991 and \$375.00 on the month thereafter until the balance is paid in full. Buyers have the option to make additional payments on principal.
2. INTEREST. Buyers agree to pay interest from October 1 1991 upon the unpaid balance, at the rate of 10 percent per annum payable monthly.
3. TAXES. Sellers agree to pay all taxes assessed as of October 1, 19 91. Buyers agree to pay, before they become delinquent, all other current and subsequent taxes and assessments against said premises. ANY PRORATION OF TAXES SHALL BE BASED UPON THE TAXES FOR THE YEAR CURRENTLY PAYABLE UNLESS THE PARTIES STATE OTHERWISE.
4. POSSESSION. Sellers agree to give Buyers possession of said premises on or before October 1, 1991.
5. INSURANCE. Sellers agree to carry existing insurance until date of possession and Buyers agree to accept the insurance recovery instead of replacing or repairing buildings or improvements. Thereafter until final settlement, Buyers agree to keep the improvements upon said premises insured against loss by fire, tornado, and extended coverage for a sum no less than \$40,000.00 or the balance owing under this contract, whichever is less, with insurance payable to Sellers and Buyers as their interests may appear and to deliver policies therefore to the Sellers.
6. ABSTRACT. Sellers agree to forthwith deliver to Buyers for their examination abstract of title to said premises continued to the date of this contract showing merchantable title in accordance with Iowa Title Standards. After examination by Buyers the abstract shall be held by Sellers, until delivery of deed. Sellers agree to pay for additional abstracting which may be required by acts, omissions, death or incompetency of Sellers, or either of them, occurring before delivery of deed.
7. FIXTURES. All light fixtures, electric service cable and apparatus, shades, rods, blinds, venetian blinds, awnings, storm and screen doors and windows, attached linoleum, attached carpeting, water heater, water softener, outside TV tower and antenna, attached fencing and gates, pump jacks, trees, shrubs, and flowers and any other attached fixtures are a part of the real estate and are included in this sale except stoves and refrigerator.
8. CAVE OF PROPERTY. Buyers shall not injure, destroy or remove the improvements, or fixtures or make any material alterations thereof without the written consent of the Sellers until final payment is made.
9. DEED. Upon payment of all sums owing by the Buyers to the Sellers by virtue of this contract, Sellers agree to contemporaneously execute and deliver to Buyers a warranty deed upon the form approved by the Iowa State Bar Association and which shall be subject to:
 - (a) Liens and encumbrances suffered or permitted by Buyers and taxes and assessments payable by Buyers.
 - (b) Applicable zoning regulations and easements of record for public utilities and established roads and highways.
 - (c)
10. FORFEITURE AND FORECLOSURE. If Buyers fail to perform this agreement in any respect, time being made the essence of this agreement, then Sellers may forfeit this contract as provided by law and improvements made on said premises shall be forfeited; or Sellers may proceed by suit at law or in equity to foreclose