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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

REAL ESTATE CONTRACT

Preparer Information: (Individual's name, address and phone number)

JAMES A. BROOKS, 1141 231 ST PLACE, BOONE, IA 50036,
PHONE: (515) 298-0577

Taxpayer Information: (Taxpayer's name and full mailing address)

SARAH J. & TIMOTHY J. GLENN, 803^E BUCHANAN ST.,
WINTERSET, IOWA 50273

✓ **Return Document To:** (Name and full mailing address)

JAMES A. BROOKS, 1141 231 ST PLACE, BOONE, IA 50036

Grantors:

JAMES A. & JULIE J. BROOKS

Grantees:

SARAH J. & TIMOTHY J. GLENN

Parcel Identification Number:

(If required or applicable)

Legal Description:

LOTS 5, BLOCK 2 OF THE DANFORTH'S FIRST ADDITION IN THE
TOWN OF WINTERSET, MADISON COUNTY,

Document or instrument number of associated documents previously recorded:

RESIDENTIAL PURCHASE AGREEMENT

THIS CONTRACT FOR DEED (this "Agreement") dated this 14th of November, 2011

BETWEEN:

James A. & Julie J. Brooks of 1141 231st Place, Boone, Iowa 50036

(the "Seller")

OF THE FIRST PART

- AND -

Sarah J. & Timothy J. Glenn of 803 East Buchanan St., Winterset, Iowa 50273

(the "Purchaser")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Sale of Property

1. On the _____ of November, 2011, the Seller, for and in consideration of the sum of \$30,000.00, does hereby convey and grant with warranty covenants to the Purchaser, all of the following lands and property, together with all improvements located on the property:

Lot 5, Block 2 of the Danforth's First Addition in the town of Winterset, Madison County. (the "Premises").

Purchase Price

2. The purchase price (the "Purchase Price") of the Premises is \$30,000.00. The Purchaser agrees to pay \$2,500.00 upon execution of this Agreement and the balance of the Purchase Price being payable in monthly installments of \$ 465.00, due on the 15th of each month, beginning on December 15, 2011 until the Purchase Price is paid in full.

Charges

3. Interest of 0% per year will be ducted from the monthly payments. Taxes, insurance and assessments will be ducted from the monthly payments. The balance of the monthly payment will be applied to the principal amount of the Purchase Price outstanding.

Initials: JB JB TJ SG

Lump Sum Payments

4. Lump sum payments may be made at any time, without penalty, to reduce the principal amount of the Purchase Price outstanding.

Property Taxes and Assessments

5. For the duration of this Agreement, the Seller will be responsible for payment of all taxes, insurance and assessments levied against the Premises on behalf of the Buyer.

Insurance

6. The Purchaser is not responsible for insuring the Seller's contents and furnishings in or about the Premises against either damage or loss and the Purchaser assumes no liability for any such damage or loss.

7. The Purchaser is hereby advised and understands that the personal property of the Purchaser is not insured by the Seller for either damage or loss, and the Seller assumes no responsibility for any such damage or loss. The Purchaser is advised that, if insurance coverage is desired by the Purchaser, the Purchaser should inquire with the Purchaser's insurance agent regarding a personal contents policy of insurance.

8. The Purchaser is hereby advised and understands that the Premises is not insured by the Seller for either damage or loss to the structure, mechanical or improvements to the Premises, and the Seller assumes no responsibility for any such damage or loss. The Purchaser is advised that insurance coverage is required by the Seller, and the Purchaser should inquire with the Purchaser's insurance agent regarding a policy of insurance for the Premises and provide a copy of such policy to the Seller once it is in place. Failure to insure the Premises is a violation of this Agreement and may result in the termination of the Agreement.

9. The Purchaser is responsible for maintaining liability insurance on the Premises for the benefit of both the Purchaser and the Seller, and the Purchaser assumes liability for any damage or loss arising from the liability of either the Purchaser or the Seller.

10. For any required insurance of the Purchaser stipulated in this contract, the proof of insurance will be furnished to the Seller upon the request of the Seller.

Deed

11. Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement.

Use of Purchase Price

12. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

Initials: JB JB JD &

Remedies of the Parties

- 13. A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.
- B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.
- C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

Notice

14. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

Certification

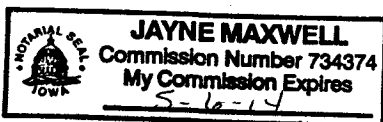
15. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Acceptance

16. When accepted, this Agreement shall become a binding contract.

Accepted,

James A. Brooks (SELLER) Dated 11-14-11
Julie Brooks (SELLER) Dated 11-14-11
J. S. [Signature] (BUYER) Dated 11-14-11
Shel [Signature] (BUYER) Dated 11-14-11



State of Iowa
County of Madison

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Jayne Matell 11-14-11
Jayne Maxwell