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DOV# 138

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA



✓ Prepared by & Return to: Bill Venhaus, 2626 160th St., Van Meter, IA 50261  
Address Tax Statement: Bill & Crystal Venhaus, 2626 160th St., Van Meter, IA 50261

**CONTRACT FOR DEED**

THIS DAY this agreement is entered into by and between Frank & Margaret Bailey, hereinafter referred to as "SELLER", whether one or more, and Bill & Crystal Venhaus, hereinafter referred to as "PURCHASER", whether one or more, on the terms and conditions and for the purposes hereinafter set forth:

**1.**

**SALE OF PROPERTY**

For and in consideration of TEN THOUSAND DOLLARS (\$10,000.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, Seller does hereby agree to convey, sell, assign, transfer and set over unto Purchaser, the following property situated in Madison County, State of Iowa, said property being described as follows: *(Type description or attach description as exhibit "A")*

see attached described as exhibit "A"

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Together with all rights of ownership associated with the property, including, but not limited to, all easements and rights benefiting the premises, whether or not such easements and rights are of record,

and all tenements, hereditaments, improvements and appurtenances and well now on the premises.

SUBJECT TO all recorded easements, rights-of-way, conditions, encumbrances and limitations and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the property.

2.

**PURCHASE PRICE AND TERMS**

The purchase price of the property shall be \$10,000. The purchaser does hereby agree to pay to the order of the Seller the sum of One Hundred Twenty Five Dollars (\$125.00) upon execution of this agreement, with the balance of \$9,875 being due and payable as follows: at the rate of 5 per cent, per annum, payable in the amount of \$125.00 dollars per month beginning on the 1<sup>st</sup> day of May, 2012, and continuing on the same day of each month thereafter until the 1st day of May, 2017, when all remaining principal and interest shall be paid. (Balloon payment)

If interest is charged, interest shall be computed monthly and deducted from payment and the balance of payment shall be applied on principal.

3.

**TIME OF THE ESSENCE**

Time is of the essence in the performance of each and every term and provision in this agreement by Purchaser.4.

**SECURITY**

This contract shall stand as security of the payment of the obligations of Purchaser.

5.

**MAINTENANCE OF IMPROVEMENTS**

All improvements on the property, including, but not limited to, buildings, trees or other improvements now on the premises, or hereafter made or placed thereon, shall be a part of the security for the performance of this contract and shall not be removed therefrom. Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said premises or the appurtenances and shall keep the premises and all improvements in as good condition as they are now.

6.

**CONDITION OF IMPROVEMENTS**

Purchaser agrees that the Seller has not made, nor makes any representations or warranties as to the condition of the premises, the condition of the buildings, appurtenances and fixtures locate thereon, and/or the location of the boundaries. Purchaser accepts the property in its "as-is" condition without warranty of any kind.

7.

**POSSESSION OF PROPERTY**

Purchaser shall take possession of the property and all improvements thereon upon execution of this contract and shall continue in the peaceful enjoyment of the property so long as all payments due under the terms of this contract are timely made. Purchaser agrees to keep the property in a good state of repair and in the event of termination of this contract, Purchaser agrees to return the property to Seller in substantially the same condition as it now exists, ordinary wear and tear excepted. Seller reserves the right to inspect the property at any time with or without notice to Purchaser.

8.

**TAXES, INSURANCE AND ASSESSMENTS**

**Taxes and Assessments:** During the term of this contract:(Select one)

- X (a) Purchaser shall pay all taxes and assessments levied against the property.
- (b) Seller shall pay all taxes and assessments levied against the property. In the event that Seller pays the taxes and insurance, Purchaser shall reimburse Seller for same upon 30 days notice to purchaser.

**Content Insurance:** Purchaser shall be solely responsible for obtaining insurance,

**Liability and Hazard Insurance:** Liability insurance shall be maintained by Purchaser during the term of this contract naming Seller as an additional insured, in the amount of not less than \$1,000,000.00.

Should the Purchaser fail to pay any tax or assessment, or installment thereof, when due, or keep said buildings insured, Seller may pay the same and have the buildings insured, and the amounts thus expended shall be a lien on said premises and may be added to the balance then unpaid, or

collected by Seller, in the discretion of Seller with interest until paid at the rate of the 5 per cent per annum.

In case of any damage as a result of which said insurance proceeds are available, the Purchaser may, within sixty (60) days of said loss or damage, give to the Seller written notice of Purchaser's election to repair or rebuild the damaged parts of the premises, in which event said insurance proceeds shall be used for such purpose. The balance of said proceeds, if any, which remain after completion of said repairing or rebuilding, or all of said insurance proceeds if the Purchaser elects not to repair or rebuild, shall be applied first toward the satisfaction of any existing defaults under the terms of this contract, and then as a prepayment upon the principal balance owing. No such prepayment shall defer the time for payment of any remaining payments required by said contract. Any surplus of said proceeds in excess of the balance owing hereon shall be paid to the Purchaser.

**9.**  
**DEFAULT**

If the Purchaser shall fail to perform any of the covenants or conditions contained in this contract on or before the date on which the performance is required, the Seller shall give Purchaser notice of default or performance, stating the Purchaser is allowed fourteen (14) days from the date of the Notice to cure the default or performance. In the event the default or failure of performance is not cured within the 14 day time period, then Seller shall have any of the following remedies, in the discretion of Seller:

(a) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, this contract shall stand cancelled and Seller may regain possession of the property as provided herein; or

(b) give the Purchaser a written notice specifying the failure to cure the default and informing the Purchaser that if the default continues for a period of an additional fifteen (15) days after service of the notice of failure to cure, that without further notice, the entire principal balance and unpaid interest shall be immediately due and payable and Seller may take appropriate action against Purchaser for collection of same according to the laws of the State of Iowa.

In the event of default in any of the terms and conditions or installments due and payable under the terms of this contract and Seller elects 9(a), Seller shall be entitled to immediate possession of the

property.

In the event of default and termination of the contract by Seller, Purchaser shall forfeit any and all payments made under the terms of this contract including taxes and assessments as liquidated damages, Seller shall be entitled to recover such other damages as they may be due which are caused by the acts or negligence of Purchaser.

The parties expressly agree that in the event of default not cured by the Purchaser and termination of this agreement, and Purchaser fails to vacate the premises, Seller shall have the right to obtain possession by appropriate court action.

10.

**DEED AND EVIDENCE OF TITLE**

Upon total payment of the purchase price and any and all late charges, and other amounts due Seller, Seller agrees to deliver to Purchaser a Warranty Deed to the subject property, at Buyer's expense, free and clear of any liens or encumbrances other than taxes and assessments for the current year.

11.

**NOTICES**

All notices required hereunder shall be deemed to have been made when deposited in the U. S. Mail, postage prepaid, certified, return receipt requested, to the Purchaser or Seller at the addresses listed below. All notices required hereunder may be sent to:

**Seller:**

Frank & Margaret Bailey

2622 160<sup>th</sup> Street

Van Meter, IA 50261

**Purchaser:**

Bill & Crystal Venhaus

2626 160<sup>th</sup> Street

Van Meter, IA 50261

and when mailed, postage prepaid, to said address, shall be binding and conclusively presumed to be served upon said parties respectively.

**12.**  
**ASSIGNMENT OR SALE**

Purchaser shall not sell, assign, transfer or convey any interest in the subject property or this agreement, without first securing the written consent of the Seller.

**13.**  
**PREPAYMENT**

Purchaser to have the right to prepay, without penalty, the whole or any part of the balance remaining unpaid on this contract at any time before the due date.

**14.**  
**ATTORNEY FEES**

In the event of default, Purchaser shall pay to Seller, Seller's reasonable and actual attorneys' fees and expenses incurred by Seller in enforcement of any rights of Seller. All attorney fees shall be payable prior to Purchaser's being deemed to have corrected any such default.

**15.**  
**LATE PAYMENT CHARGES**

If Purchaser shall fail to pay, within fifteen (15) days after due date, any installment due hereunder, Purchaser shall be required to pay an additional charge of five (5%) percent of the late installment. Such charge shall be paid to Seller at the time of payment of the past due installment.

**16.**  
**CONVEYANCE OR MORTGAGE BY SELLER**

If the Seller's interest is now or hereafter encumbered by mortgage, the Seller covenants that Seller will meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser upon demand. In the event the Seller shall default upon any such mortgage or land contract, the Purchaser shall have the right to do the acts or make the payments necessary to cure such default and shall be reimbursed for so doing by receiving, automatically, credit to this contract to apply on the payments due or to become due hereon.

The Seller reserves the right to convey, his or her interest in the above described land and such conveyance hereof shall not be a cause for rescission but such conveyance shall be subject to the terms of this agreement.

The Seller may, during the lifetime of this contract, place a mortgage on the premises above described, which shall be a lien on the premises, superior to the rights of the Purchaser herein, or may continue and renew any existing mortgage thereon, provided that the aggregate amount due on all outstanding mortgages shall not at any time be greater than the unpaid balance of the contract.

**17.**

**ENTIRE AGREEMENT**

This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this Agreement.

**18.**

**AMENDMENT – WAIVERS**

This Agreement shall not be modified, or amended except by an instrument in writing signed by all parties.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

**19.**

## **SEVERABILITY**

If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provisions shall be affected by this holding. The parties intend that in the event one or more provisions of this agreement are declared invalid or unenforceable, the remaining provisions shall remain enforceable and this agreement shall be interpreted by a Court in favor of survival of all remaining provisions.

## **20. HEADINGS**

Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

## **21. PRONOUNS**

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or entity may require. As used in this agreement: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

## **22. JOINT AND SEVERAL LIABILITY**

All Purchasers, if more than one, covenants and agrees that their obligations and liability shall be joint and several.

## **23. PURCHASER'S RIGHT TO REINSTATE AFTER ACCELERATION**

If Purchaser defaults and the loan is accelerated, then Purchaser shall have the right of reinstatement as allowed under the laws of the State of Iowa, provided that Purchaser: (a) pays Lender



all sums which then would be due under this agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; and (c) pays all expenses incurred in enforcing this agreement, including, but not limited to, reasonable attorneys' fees, and other fees incurred for the purpose of protecting Seller's interest in the Property and rights under this agreement. Seller may require that Purchaser pay such reinstatement sums and expenses in one or more of the following forms, as selected by Seller: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Purchaser, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred.

24.

**HEIRS AND ASSIGNS**

This contract shall be binding upon and to the benefit of the heirs, administrators, executors, and assigns of the parties hereto. However, nothing herein shall authorize a transfer in violation of paragraph (12).

25.

**OTHER PROVISIONS**

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WITNESS THE SIGNATURES of the Parties this the 3 day of May,

2012.

SELLER:

Frank & Margaret H. Binkley

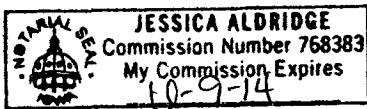
PURCHASER:

Bill & Crystal Verhaas

STATE OF IOWA

COUNTY OF Madison

On this 3 day of May, 2012, before me, a Notary Public, personally appeared Margaret & Frank, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



(Seal, if any)

Jessica Aldridge  
Notary Public  
Print Name: Jessica Aldridge

My commission expires:

10-9-14

STATE OF IOWA

COUNTY OF Madison

On this 3 day of May, 2012, before me, a Notary Public, personally appeared Bill & Crystal, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



(Seal, if any)

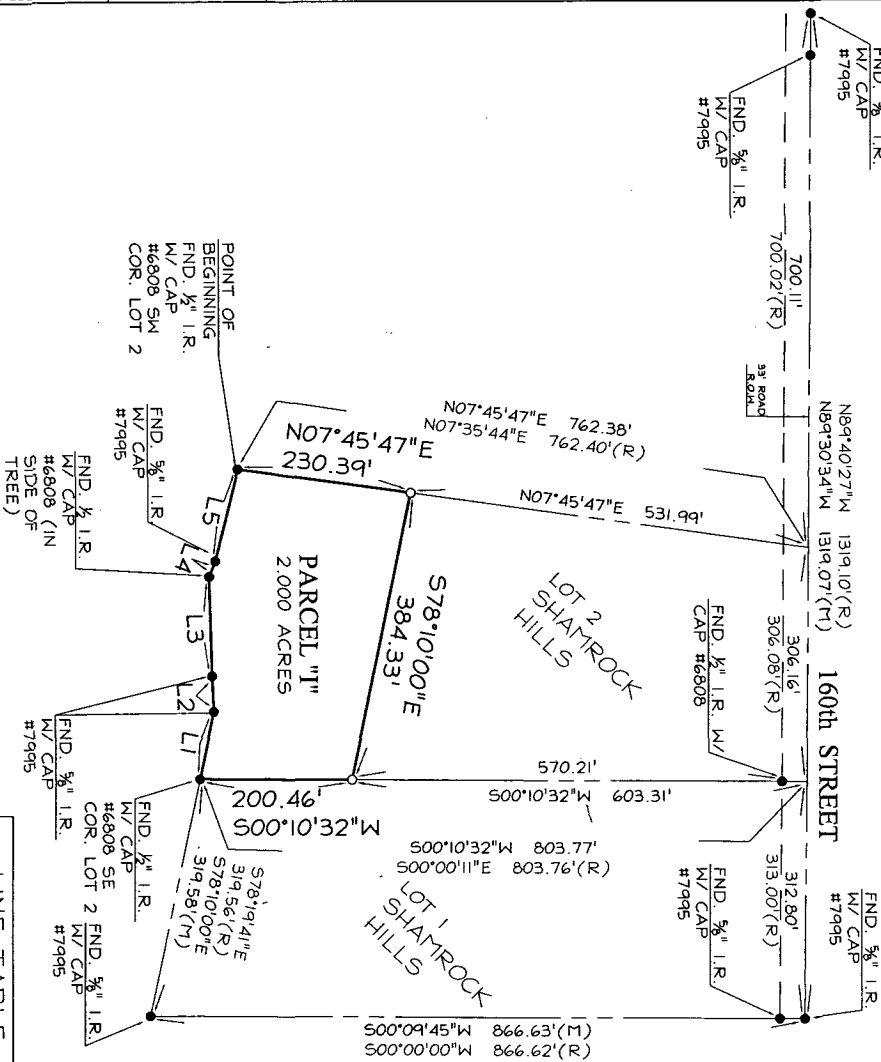
Jessica Aldridge  
Notary Public  
Print Name: Jessica Aldridge

My commission expires:

10-9-14

# Exhibit "A"

PREPARED BY: KEVEN J. CRAWFORD, 475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265



LINE	LENGTH	BEARING
L1	90.23(7)	N78°10'00\"/>

# PLAT OF SURVEY

PREPARED FOR  
 BILL VENHAUS  
 2622 160th STREET  
 VAN METER, IOWA 50261

OWNER  
 FRANK BAILEY  
 2622 160th STREET  
 VAN METER, IOWA 50261

### LEGAL DESCRIPTION

A part of Lot 2, Sharnock Hills, an official plat, Madison County, Iowa, that is more particularly described as follows:  
 Beginning at the Southwest corner of Lot 2, Sharnock Hills, an official plat, Madison County, Iowa; thence N07°45'47"E, 230.39 feet along the West line of said Lot 2; thence S78°10'00"E, 384.33 feet to the East line of said Lot 2; thence S00°10'32"W, 200.46 feet along said East line to the Southeast corner of said Lot 2; thence N78°10'00"W, 90.23 feet along the South line of said Lot 2; thence S87°09'11"W, 46.62 feet along said South line; thence S86°27'34"W, 130.80 feet along said South line; thence N68°09'00"W, 21.99 feet along said South line; thence N75°58'22"W, 124.35 feet along said South line to the Point of Beginning.

Solid tract of land contains 2,000 acres more or less.  
 Solid tract of land being subject to any and all easements of record.

### CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.  
 KEVEN J. CRAWFORD, IOWA LICENSE NO. 19154  
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2012  
 PAGES OR SHEETS COVERED BY THIS SEAL:  
 This sheet only.

### LEGEND

- ▲ PLAT BOUNDARY
- SECTION CORNER
- FOUND CORNER AS NOTED
- SET CORNER 5/8" IR W/ YELLOW CAP #13156
- IRON ROD
- G.P. GAS PIPE
- D. DEEDED DISTANCE
- M. MEASURED DISTANCE
- R. PREVIOUSLY RECORDED DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT



## COOPER CRAWFORD

& ASSOCIATES, L.L.C.

CIVIL ENGINEERS

475 S. 50th Street, Suite 800, West Des Moines, IA 50265  
 Phone: (515) 224-1344 Fax: (515) 224-1345

SCALE: 1"=200'  
 DATE: 3-6-2012  
 JOB NUMBER  
 CC  
 1384