



Document 2012 1684

Book 2012 Page 1684 Type 06 017 Pages 9

Date 6/08/2012 Time 1:36 PM

Rec Amt \$47.00

INDX ✓
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Offer to Buy

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

Paul E Huscher
430 6th St
Waukeee, Iowa 50263
PH. 515-987-4975

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

Carl and Audrey Irving
1351
120 St
Earlham Iowa 50072

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

L Michael Irving
21243 350th St
Adel Iowa 50003

Grantors: Carl and Audrey Irving
1351
120 St
Earlham, Iowa, 50072

Grantees: L Michael Irving and Dorothy Rae Irving
21243 350th St
Adel Iowa 50003

Parcel Identification Number: (If required or applicable)

Legal Description:

Document or instrument number of associated documents previously recorded:

Paul E. Huscher

**OFFER TO BUY REAL ESTATE AND ACCEPTANCE
(NONRESIDENTIAL)**

TO: Carl R. Irving and Audrey N. Irving (Sellers)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Earlham, Iowa, Iowa, locally known as 1351 120th St., Earlham, Iowa 50072, and legally described as:

The Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of Section 10, Township 77 North, Range 29 West of the 5th P.M.,

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for agricultural and residential

1. PURCHASE PRICE. The Purchase Price shall be \$ 105,000 and the method of payment shall be as follows: \$1,000.00 with this offer, to be deposited upon acceptance of this offer and held by Sellers as earnest money, credited toward the purchase price upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price, of \$104,000.00 shall be paid by Buyers to Sellers on closing, July 1, 2012, as provided in paragraph 5 hereof.

2. REAL ESTATE TAXES. Sellers shall pay Real Estate taxes shall be pro-rated to date of possession based on current tax rates. Sellers shall pay the installments of taxes becoming due in September, 2012, and March, 2013, and any real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS. There are no special assessments against the property.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to Buyers on July 1, 2012, on closing. This transaction shall be considered closed upon the delivery of the title transfer documents to BUYERS and receipt of all funds then due at closing from BUYERS under the Agreement.

6. **CONDITION OF PROPERTY.** The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted. SELLERS make no warranties, expressed or implied, as to the condition of the property. BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.

7. **ABSTRACT AND TITLE.** SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, May 5, 2012, and deliver it to BUYERS' attorney for examination. It shall show marketable title in SELLERS in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. NOT NOW.

8. **SURVEY.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, SELLERS shall pay the costs thereof. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

9. **ENVIRONMENTAL MATTERS.** SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here.

10. **DEED.** Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by Warranty Deed deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

11. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.

12. JOINDER BY SELLER'S SPOUSE. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.

13. STATEMENT AS TO LIENS. SELLERS warrant that there are no liens on the above-described property.

14. USE OF PURCHASE PRICE. 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.

15. APPROVAL OF COURT. This Agreement is not contingent upon Court approval.

16. REMEDIES OF THE PARTIES.

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 the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

17. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

18. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

19. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

20. CERTIFICATION. 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.

21. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.

23. ADDITIONAL PROVISIONS. See ADDENDUMS attached hereto and made a part hereof by this reference.

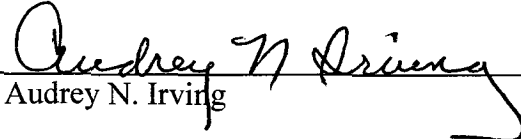
ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before the 25th day of June, 2012, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted by SELLERS this ____ day of June, 2012

SELLERS



Carl R. Irving

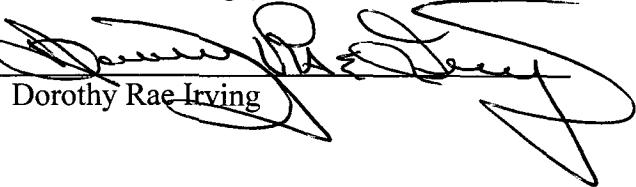


Audrey N. Irving

BUYERS



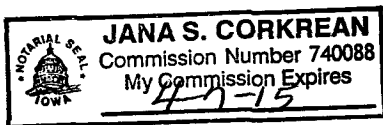
L. Michael Irving



Dorothy Rae Irving

Address : 1351 120th St., Earlham, IA
50072
Telephone: (515) 758-2373

Address : 21243 350th
Adel, Iowa 50003
Telephone: (515) 834-2706



**Addendum for
Sellers occupying house on the property**

Sellers or either of them shall, during the lifetime of either or both of them, be permitted to continue their use of the house, yard, wells and septic tank and sewer lines on the property as their homestead. During their occupancy of the homestead, Sellers shall keep the said property in good repair and shall pay all utility bills. Sellers shall keep the residence property insured, or shall reimburse Buyers for the portion of the insurance premium related to the residence.

**Addendum for
Inspection of Private Sewage Disposal System**

Buyer and Seller agree on the following initialed alternative to comply with the time of transfer inspection of private sewage disposal systems:

_____ There is a private sewage disposal system on this Property which serves the Property. Seller has obtained or shall obtain at Seller's expense within 10 days a certified inspector's report which documents the condition of the private sewage disposal system, that it is of sufficient capacity to serve the Property, that the continued use of the system is permitted, and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. Seller shall attach the inspection report to the Groundwater Hazard Statement to be filed at closing.

If Seller receives an unsatisfactory report, the basis of which cannot be resolved between Buyer and Seller within 10 days of delivery of a copy to Buyer, then upon written notice from Buyer to Seller, this agreement shall be null and void and all earnest money paid hereunder shall be returned immediately to Buyer.

_____ There is a private sewage disposal system on this Property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. Buyer shall execute a binding acknowledgment with the County Board of Health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. Buyer shall attach a copy of the binding acknowledgment to the Groundwater Hazard Statement to be filed at closing. When the inspection is completed, an amended Groundwater Hazard Statement shall be filed with the certified inspection and shall include the document numbers of both the real estate transfer document and the original Groundwater Hazard Statement

Seller agrees at closing to deposit the sum of \$ 0.00 Dollars into escrow with _____ ("Escrow Agent") to reimburse Buyer for expenses incurred for the cost of the inspection and any required modifications to the private disposal system. Escrow Agent shall pay to Buyer, up to the amount held in escrow, amounts for required modifications after any such modifications are completed and upon submission to Escrow Agent of a detailed invoice. If no modifications are required, the entire escrow account shall be returned to Seller. Any funds remaining in the escrow account after any required modifications shall be returned to Seller. Seller shall not be responsible for any cost in excess of the escrow deposit.

_____ There is a private sewage disposal system on this Property. The building to which the sewage disposal system is connected will be demolished without being occupied. Buyer shall execute a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. Buyer shall attach a copy of the binding acknowledgment to the Groundwater Hazard Statement to be filed at closing.

_____ There is a private sewage disposal system on this Property. The private sewage disposal system has been installed within the past two years pursuant to permit number

_____.

ADDENDUM
Option to Purchase

Upon acceptance of this Offer by Sellers, the parties hereto further agree that Buyers shall have the option and right, at any time during the lives of either or both of Sellers to purchase real estate now owned by Sellers and legally described as:

The Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4), and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4), in Section 10, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa,

on the following terms and conditions:

Buyers shall have the right to purchase the above-described real estate upon giving written notice to the Sellers, or the survivor of either of them, of Sellers' election to exercise this option, for the price of \$3,000.00 per acre, for 120 gross acres, being a total sum of \$360,000.00, to be paid in annual installments of \$26,000.00, each plus interest at the rate of 4% per annum on the unpaid balance of the purchase price. Real estate taxes to be prorated to date of filing of real estate contract and delivery of possession of said property.