



Document 2013 1353

Book 2013 Page 1353 Type 03 010 Pages 6

Date 5/13/2013 Time 11:10 AM

Rec Amt \$32.00 Aud Amt \$5.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

CORRECTED
REAL ESTATE CONTRACT
Recorder's Cover Sheet

Preparer's Information:

Tim and Sheila Morey
7400 Barnes Ct.
Ft. Collins, CO 80528

Taxpayer Information:

Tim and Sheila Morey
7400 Barnes Ct.
Ft. Collins, CO 80528

EU

Return Document to:

Reynoldson Law Firm
P.O. Box 199
Osceola, Iowa 50213-0199

Grantors:

Melvin D. Van Buren Family Trust
Louise A. Van Buren Family Trust

Grantees:

Tim Morey
Sheila Morey

Legal Description: See Page 6

This Corrected Real Estate Contract is to correct the legal description and the titleholders set out in the Real Estate Contract recorded April 25, 2013, in Book 2013 at Page 1160 of the Madison County Records.

CORRECTED
CONTRACT TO PURCHASE PROPERTY BY CONTRACT FOR DEED

THIS AGREEMENT is entered into this 4 day of MAY, 2013, by and between Melvin Dwain Van Buren as Trustee of The Melvin Dwain Van Buren Revocable Living Trust dated May 18, 1995, and Louise Anna Van Buren as Trustee of The Louise Anna Van Buren Revocable Living Trust dated May 18, 1995, of 7450 W. 35th Avenue, Wheat Ridge, Colorado 80033 ("Sellers"); and Timothy T. Morey and Sheila R. Morey, husband and wife, as Joint Tenants with full right of ownership in the survivor, and not as Tenants in Common, of 7400 Barnes Court, Fort Collins, Colorado 80528 ("Buyers"),

IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN MADE, THE PARTIES AGREE AS FOLLOWS:

1. Purchasers shall pay Sellers One Hundred Fifty Thousand and No/100 Dollars (\$150,000) for the Sellers' undivided one half (1/2) interest in and to the property in installments of One Thousand and No/100 Dollars (\$1,000) per month with interest at the rate of three percent (3%) per annum until the principal and interest are paid.
2. The real property being sold is located near Truro, in Madison County, Iowa, and is legally described as set out in Exhibit "A" which is attached hereto and made a part hereof by this reference.
3. The personal property being sold is all fixtures and other personal property located on the real property including, but not limited to, grain bins and other items of person property located on the real property.
4. The property shall be conveyed by Warranty Deed subject to those matters set forth in the title report and opinion of abstract of title provided at Sellers' expense from Lawrence Van Werden and Associates, Osceola, Iowa, or substitute law firm agreeable to the parties. After delivery of the title report and abstract of title, Purchasers shall have fifteen (15) days to object to any matters set forth which are not acceptable to Purchasers. Sellers shall endeavor within a reasonable period to cure any defects of the title noted by Purchasers. If Sellers are not able or are unwilling to cure the defects to title, they shall notify Purchasers in writing and shall provide Purchasers with the election to cure the title defects and proceed to closing or proceed with closing with the title defects uncured or terminate the contract without penalty to Sellers or Purchasers.
5. As of closing, the following items shall be pro rated:
 - a. Rent as defined by a lease, if any;
 - b. Real estate and personal property taxes. If taxes cannot be ascertained for the year of closing, pro ration of taxes will be based on taxes for the next

preceding year;

c. Insurance premiums;

d. Other assessments.

6. At closing, the down payment shall be paid, a promissory note reflecting the installment payments shall be signed and escrow agent shall be directed by Sellers to deliver a Warranty Deed for the property to Purchasers. Sellers shall pay transfer taxes, deed taxes and/or filing fees resulting from the sale of property set forth herein.
7. Although the intent of all parties after closing is for the real property to remain in the name of the Purchasers and their heirs, the restrictions on the sale of the property and the option to purchase property dated December 31, 2006 are hereby null and void and of no further effect.

IN WITNESS WHEREFORE, the parties hereto have signed this agreement.

SELLERS:

THE MELVIN DWAIN VAN BUREN REVOCABLE LIVING DATED MAY 18, 1995

By: Melvin Dwain Van Buren
Melvin Dwain Van Buren as Trustee

THE LOUISE ANNA VAN BUREN REVOCABLE LIVING TRUST DATED MAY 18, 1995

By: Louise Anna Van Buren
Louise Anna Van Buren as Trustee

PURCHASERS:

T. Morey
Timothy T. Morey

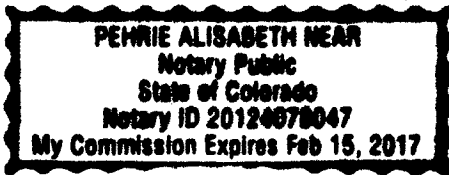
Sheila R. Morey
Sheila R. Morey

STATE OF COLORADO)
) ss:
COUNTY OF LARIMER)

Subscribed and sworn to before me this 4 day of May, 2013, by Melvin Dwain Van Buren as Trustee for The Melvin Dwain Van Buren Revocable Living Trust dated May 18, 1995.

Witness My Official Hand and Seal.

My commission expires: February 15, 2017



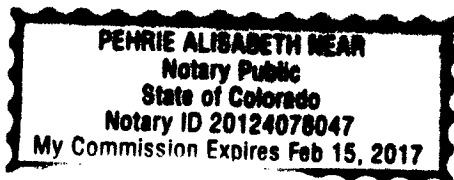
Peurie Elisabeth Near
Notary Public

STATE OF COLORADO)
) ss:
COUNTY OF LARIMER)

Subscribed and sworn to before me this 4 day of May, 2013, by Louise Anna Van Buren as Trustee for The Louise Anna Van Buren Revocable Living Trust dated May 18, 1995.

Witness My Official Hand and Seal.

My commission expires: February 15, 2017



Peurie Elisabeth Near
Notary Public

STATE OF COLORADO)
) ss:
COUNTY OF LARIMER)

Subscribed and sworn to before me this 4 day of May, 2013, by Timothy T. Morey.

Witness My Official Hand and Seal.

My commission expires: February 15, 2017

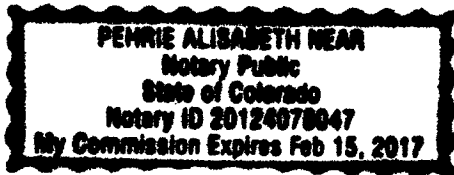
Penrie Elisabeth Near
Notary Public

STATE OF COLORADO)
) ss:
COUNTY OF LARIMER)

Subscribed and sworn to before me this 4 day of May, 2013, by Sheila R. Morey.

Witness My Official Hand and Seal.

My commission expires: February 15, 2017



Penrie Elisabeth Near
Notary Public

EXHIBIT "A"

AN UNDIVIDED ONE-QUARTER (¼) INTEREST IN AND TO:

The East Half of the Southwest Quarter (E½ SW¼) and the North Half of the Southeast Quarter (N½ SE¼) , AND the South Half of the Southeast Quarter (S½ SE¼) of Section Twenty-four (24), in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa;

EXCEPT a parcel of land located in the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) and in the Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of said Section Twenty-four (24), containing 3.000 acres, as shown in Plat of Survey filed in Book 2, Page 139 on March 2, 1989, in the Office of the Recorder of Madison County, Iowa;

AND EXCEPT a parcel of land located in the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) of said Section Twenty-four (24), containing 3.000 acres, as shown in Plat of Survey filed in Book 2, Page 140 on March 2, 1989, in the Office of the Recorder of Madison County, Iowa.