



Document 2014 2619

Book 2014 Page 2619 Type 03 010 Pages 4

Date 10/17/2014 Time 1:06 PM

Rec Amt \$22.00 Aud Amt \$5.00

INDX ✓
ANNO
SCAN
CHEK

DOV# 396

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA



REAL ESTATE CONTRACT - SHORT FORM

THE IOWA STATE BAR ASSOCIATION

Official Form No. 143

Recorder's Cover Sheet

\$50,000.00

Preparer Information: (Name, address and phone number)

Jerrold B. Oliver, P. O. Box 230, Winterset, IA 50273, Phone: (515) 462-3731

Taxpayer Information: (Name and complete address)

Winterset Community Church, PO Box 345, Winterset, IA 50273

Return Document To: (Name and complete address)

Winterset Community Church, PO Box 345, Winterset, IA 50273

✓ F+M State Bank -
Tim Rethmeier

Grantors:

Allan Hindman

Grantees:

Winterset Community Church

Legal description: See Page 2

Document or instrument number of previously recorded documents:



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Allan Hindman, Single

("Sellers");

and Winterset Community Church

("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Madison County,
Iowa, described as:

The South Half (S $\frac{1}{2}$) of Lot Eight (8), excepting the West 6 feet in width thereof, in Block Twenty-six
(26) of the Original Town of Winterset, Madison County, Iowa.

with any easements and appurtenant servient estates, but subject to the following:

- a. any zoning and other ordinances;
- b. any covenants of record;
- c. any easements of record for public utilities, roads and highways; and
- d. (consider: liens; mineral rights; other easements; interest of others.)

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is Fifty Thousand and 0/100

Dollars (\$ 50,000.00) of which

No and 0/100
Dollars (\$ 0.00) has been paid. Buyers shall pay the balance to Sellers at
Winterset, Iowa

or as directed by Sellers, as follows:

\$40,000 upon delivery of abstract of title showing merchantable title. \$10,000 on or before May 1,
2015, upon delivery of a Warranty Deed.

2. POSSESSION CLOSING. Sellers shall give Buyers possession of the Real Estate on May 1st, 2015. Closing shall be on May 1st, 2015.

3. ABSTRACT AND TITLE. Seller, at his expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract October 17, 2014 and deliver it to the Buyers for examination. It shall show merchantable title in Seller according to Iowa Law and the Title Standards of the Iowa Bar Association. The abstract shall become the property of the Buyers when purchase price is paid in full.

4. ALL MATERIAL THINGS. Seller may remove from the property anything in or attached to or outside the house, including any rocks and plants prior to May 1st, 2015.

5. DEED. Upon payment of the purchase price, Seller shall convey the Real Estate to Buyers by Warranty Deed, free and clear of all liens, restrictions, and encumbrances.

6. CERTIFICATION. Buyers and Seller 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, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

7. ADDITIONAL PROVISIONS.

a. The Buyer will demolish the house located on the property. Seller has until May 1st, 2015 to remove his Mother's and his personal property and possessions, including any material things noted in item #4 above. If Seller completes this removal prior to May 1st, 2015, then the Buyer will proceed with the demolition as soon as possible after that time.

b. Seller agrees to hold harmless, indemnify and defend Buyer from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from the Seller (including Seller's agents, employees, and representatives) using the above described premises or the removal of any and all material things noted in item #4.

SELLER:

Dated: 10-17-14

Allen Hindman

Allen Hindman

BUYERS:

Dated: October 17, 2014

WINTERSET COMMUNITY CHURCH

Tim J. Rethmeier, Finance Elder

by: Tim J. Rethmeier, Finance Elder

State of Iowa, County of Madison.

This record was acknowledged before me this 17th day of October, 2014

By Allen Hindman.

Staci Shortt

Signature of Notary Public



State of Iowa, County of Madison.

This record was acknowledged before me this 17th day of October, 2014 by Tim Rethmeier as Finance Elder of Winterset Community Church.

Staci Shortt

Signature of Notary Public

