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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

**\$200,000.00**

**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)

Paul Cain and Kelly Cain, 1578 McBride Road, Van Meter, IA 50261



**Return Document To:** (Name and complete address)

Paul Cain and Kelly Cain, 1578 McBride Road, Van Meter, IA 50261

**Grantors:**

Wayne E. Newkirk, Trustee  
Mary Beth Newkirk, Trustee

**Grantees:**

Paul F. Cain  
Kelly Jo Cain

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**



### REAL ESTATE CONTRACT (SHORT FORM)

**IT IS AGREED** between Wayne E. Newkirk and Mary Beth Newkirk, Trustees of the Wayne and Mary Beth Newkirk Revocable Trust Dated December 20, 2013 ("Sellers");  
and Paul F. Cain and Kelly Jo Cain ("Buyers").

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

Parcel "A" located in the Southeast Quarter of the Northwest Quarter (SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>), the Northeast Quarter of the Southwest Quarter (NE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>), the Northwest Quarter of the Southeast Quarter (NW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>), the Southwest Quarter of the Southeast Quarter (SW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>) and the Southeast Quarter of the Southwest Quarter (SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>) of Section Twenty-one (21), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

AND

The Northeast Quarter of the Southwest Quarter (NE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>) except Lot One (1) of Wyndmeer Estates, and except Parcel "A" of Section Twenty-one (21), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

Grantors hereby relinquish and extinguish all right, title and interest in and to the ingress/egress easement referred to in the Plat of Survey recorded in Book 2005, Page 4331 of the Recorder's Office of Madison County, Iowa, which Plat of Survey is corrected by the Corrected Plat of Survey recorded in Book 2014, Page 2001 of the Recorder's Office of 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 Two Hundred Thousand and 0/100 Dollars (\$ 200,000.00 ) of which

No and 0/100

Dollars (\$ 0.00 ) has been paid. Buyers shall pay the balance to Sellers at West Des Moines, Iowa

or as directed by Sellers, as follows:

\$18,622.76 on or before the 1st day of February, beginning February 1, 2016, until all sums are paid. Said annual payments shall be applied first to the interest then unpaid, then next upon the balance of the principal.

After February 1, 2022, and after making the payment due on February 1, 2022, Buyers shall have the right to make additional payments on the principal at any time.



10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

**11. REMEDIES OF THE PARTIES.**

a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket

entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

**12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

**13. JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

**14. TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

**15. PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

**16. CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**17. RELEASE OF RIGHTS.** Each of the Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

**18. 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.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: 9-3-14

Paul F. Cain  
Paul F. Cain BUYERS

Dated: 9-3-14

Kelly Jo Cain  
Kelly Jo Cain BUYERS

19. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

(a) Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

~~(b) 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.~~

~~(c) Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that \_\_\_\_\_~~

20. **ADDITIONAL PROVISIONS.**

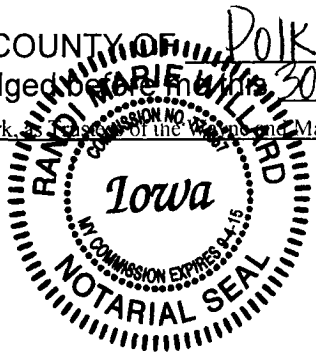
Dated: 8-30-14  
Wayne E. Newkirk  
Wayne E. Newkirk, Trustee

Mary Beth Newkirk  
Mary Beth Newkirk, Trustee SELLERS

Paul F. Cain  
Paul F. Cain

Kelly Jo Cain  
Kelly Jo Cain BUYERS

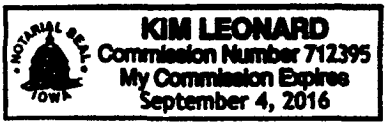
STATE OF IOWA, COUNTY OF Polk  
This record was acknowledged before me this 30th day of August, 2014,  
by Wayne E. Newkirk and Mary Beth Newkirk, Trustees of the Wayne and Mary Beth Newkirk Revocable Trust Dated December 20, 2013.



Kim Leonard  
Signature of Notary Public

STATE OF IOWA, COUNTY OF MADISON  
This record was acknowledged before me this 3rd day of September, 2014,  
by Paul F. Cain and Kelly Jo Cain

Kim Leonard  
Signature of Notary Public



STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_  
This record was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_  
This record was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_  
This record was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public