STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 1733 Filed for Record this 28 day of May 19 82 at 12:15 P.M.
Book 34 Page 177 Recording Fee 12.00 paid Mary E. Welty, Recorder, By M. Welty Deputy

DWELLING UNIT RENTAL AGREEMENT

IND. ✓
REC. ✓
PAGE ✓

IT IS AGREED, this 28th day of MAY, A.D. 1982, by and between John Baker and Jean Baker, husband and wife,

Landlord, and Raymond D. Foley and Loretta J. Foley,

Tenant:

That Landlord hereby lets to Tenant, and Tenant hereby leases from Landlord, the following described premises situated in MADISON County, Iowa, to-wit:

Lot Four (4) Block Three (3) North Addition to the City of Winterset, Madison County, IOWA

hereinafter referred to as the "dwelling unit", in consideration of the mutual promises of the parties herein, and upon the following terms, provisions and conditions:

1. **TERM.** The duration of this Rental Agreement shall be from the 1st day of JULY, 1982, to and including the 30 day of JUNE, 1983.

2. **RENT.** Tenant agrees to pay to Landlord, as rental for said term, as follows: $400.00 per month, in advance, the first rent payment ~~becoming due upon~~ (Strike One) (i) the execution of this Rental Agreement, or of $10.00 on the date of possession and $390.00 (ii) the 1st day of JULY, 19 82 $400.00 and the ~~same~~ amount per month, in advance, on the 1st day of each month thereafter during the term of this Rental Agreement, with interest on all delinquent rental at 9 % per annum.

All sums shall be paid to the Landlord at his residence in WINTERSET, IOWA, or at such other place as Landlord may, from time to time, direct.

3. ~~**DEPOSIT SECURITY.** At the time of execution of this Rental Agreement, Tenant shall pay to Landlord in trust the sum of $ (not to exceed two months' rent) to be held and disbursed as a rental deposit pursuant to the provisions of the Iowa Uniform Residential Landlord and Tenant Act.~~

4. **USE-ABSENCES.** Unless otherwise agreed in writing, Tenant shall occupy and use the above-described property as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the premises not later than the first day of the extended absence.

5. **UTILITIES.** Utilities shall be furnished and paid for by the party indicated on the following chart:

	Landlord	Tenant
Electricity	0	100%
Gas	0	100%
Water	0	100%
Garbage	0	100%
Trash Removal	0	100%
Other	0	100%

6. **UTILITY RATES.** Tenant hereby acknowledges that Landlord, or the person authorized to enter into this Rental Agreement on Landlord's behalf, has heretofore fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay, other than those to be paid by Tenant directly to the utility company furnishing service.

7. ~~**MANAGER.** _____, whose address is _____, is the person designated by Landlord to manage the premises (and to receive and receipt for all notices and demands upon the owner of the premises.) (Strike if not applicable.)~~

8. **MAINTENANCE BY LANDLORD.** Landlord shall:

(a) Comply with the requirements of applicable building and housing codes materially affecting health and safety.

(b) Make all repairs and do whatever is necessary to put and keep the dwelling unit in a fit and habitable condition.

(c) Keep all common areas of the premises in a clean and safe condition, but Landlord shall not be liable for any injury caused by any objects or materials which belong to, or which may have been placed by, a tenant in the common areas of the premises used by Tenant.

(d) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord.

(e) Provide and maintain appropriate receptacles and conveniences, accessible to Tenant, for the central collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit, and arrange for their removal.

(f) Supply running water and reasonable amounts of hot water at all times and reasonable heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by direct utility connection.

If the dwelling unit is a single family residence, it is understood and agreed that Tenant shall perform the Landlord's duties specified in Paragraphs (e) and (f) above, and shall also make whatever repairs, alterations and remodeling, and perform whatever maintenance tasks, as may be specified on an addendum, which shall be attached hereto, and signed by the parties.

9. **MAINTENANCE BY TENANT.** Tenant shall:

(a) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

(b) Keep that part of the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit.

(c) Dispose from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.

(d) Keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits.

(e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators in the premises.

(f) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so.

(g) Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

In addition, if the dwelling unit is other than a single family residence, Tenant shall perform those repairs, maintenance tasks, alterations or remodeling as shall be specified in a separate writing signed by the parties and supported by adequate consideration; and Landlord shall not treat performance of such separate agreement as a condition to an obligation or a performance of this Rental Agreement.

10. ~~**RULES.** All existing rules concerning the Tenant's use and occupancy of the premises have been furnished to the Tenant in writing. Additionally, Landlord may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises.~~

11. **ACCESS.** Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; provided, however, that Landlord may enter the dwelling without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act.

12. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Rental Agreement, nor sublet the dwelling unit, or any portion thereof, without the written consent of Landlord.

13. **FIXTURES AND IMPROVEMENTS.** Tenant shall leave upon, and surrender to Landlord, with the premises at the termination of this Rental Agreement, all locks, brackets for curtains, and all other fixtures attached to doors, windows or woodwork, and all alterations, additions or improvements made by Tenant, without any payment therefor. Tenant shall make no structural alterations without Landlord's written consent.

14. **FIRE OR CASUALTY DAMAGE.** If the dwelling unit or premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Tenant may (i) immediately vacate the premises and notify the Landlord within fourteen (14) days of Tenant's intention to terminate this Rental Agreement, in which case this Rental Agreement shall terminate as of the date of vacating, or (ii) if continued occupancy is lawful, vacate only that part of the dwelling unit rendered unusable by the fire or casualty, in which case, Tenant's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the dwelling unit. If this Rental Agreement is terminated under the provisions of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenant Act. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

15. **NONPAYMENT OF RENT.** In addition to Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Tenant fails to pay the rent within three (3) days after notice by Landlord of nonpayment and the Landlord's intention to terminate this Rental Agreement if the rent is not paid within that period of time, then Landlord may terminate this Rental Agreement by giving Tenant a 3-day Notice to Quit.

16. **PRESENT AND CONTINUING HABITABILITY.** Tenant has inspected the property and fixtures, and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that the condition changes so that, in Tenant's opinion, the habitability and rental value of the premises are affected, then Tenant shall promptly give reasonable notice to Landlord.

17. **NOTICES.** Any notice, for which provision is made in this Rental Agreement, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (i) by personal delivery, (ii) by service in the manner provided by law for the service of original notice, or (iii) by sending said Notice by certified or registered mail, return receipt requested, to the last known address. For purposes hereof, the place for the payment of rental, as provided in Paragraph 2 above, shall be the place designated by Landlord for the receipt of any such notice; and, unless otherwise provided herein, Landlord shall receive and receipt for all notices and demands upon the owner of the premises.

18. **CONSTRUCTION.** Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.

19. **ENTIRE AGREEMENT.** This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference of this Rental Agreement, or the premises leased, or any repairs, alterations or improvements, or any change in the term of this Rental Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

20. **ADDITIONAL PROVISIONS.** (Termination on sale?) (Identify addendum?)

EXECUTED IN DUPLICATE _____ on the day and year first above written.

John Baker

Jean Baker **Landlord**

Raymond D. Foley

Loretta J. Foley **Tenants**

Tenant shall have and is hereby granted the right and option to purchase the premises, which option shall extend to the 30th day of JUNE, 1983, Upon the terms and conditions set forth in the Short Form Real Estate Contract attached hereto and made a part hereof. Such option may be exercised by the TENANT by notifying LANDLORD of TENANTS intention to exercise such option in writing stating the date upon which the option shall be exercised at least thirty (30) days in advance of such date.

In the event TENANT exercises said option. LANDLORD shall credit to the purchase price all sums paid under this lease agreement less any amount expended during the lease period by LANDLORD to repair or improve the premises.

In the event, TENANT during the lease period, expend any funds to repair or improve the premises, which repairs or improvements would otherwise be the LANDLORDS obligation and which have been approved by the LANDLORD, and TENANT does not exercise this option, then LANDLORD shall reimburse TENANT for all sums so expended.

Will Pick up
St Charles

IOWA STATE BAR ASSOCIATION
Official Form No. 21.2 (Trade-Mark Registered, State of Iowa, 1967)

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

REAL ESTATE CONTRACT (SHORT FORM)

It Is Agreed between JOHN BAKER AND JEAN BAKER HUSBAND AND WIFE of MADISON County, Iowa, **Sellers,** and, RAYMOND D. FOLEY AND LORETTA J. FOLEY HUSBAND AND WIFE of MADISON County, Iowa, **Buyers!**

That Sellers hereby agree to sell and Buyers hereby agree to buy the real estate situated in MADISON County, Iowa, described as:

Lot Four (4) in Block Three (3) North Addition to the Town of Winterset, Madison County, Iowa

together with all easements and servient estates appurtenant thereto, upon the following terms:

1. **TOTAL PURCHASE PRICE** for said property is the sum of Thirty Thousand and no/100---- Dollars ($ 30,000.00) of which Four Thousand Eight Hundred and no/100---- Dollars ($ 4800.00) has been paid herewith, receipt of which is hereby acknowledged by Sellers; and Buyers agree to pay the balance to Sellers at residence of Sellers, or as directed by Sellers, as follows:

By executing the promissory note attached hereto and by payment of$24,000.00 in cash. The note shall be executed and the balance of the purchase price paid on the date of possession.

2. **INTEREST.** Buyers agree to pay interest from ---------- upon the unpaid balances, at the rate of 15% per cent per annum, payable annually.

3. **TAXES.** Sellers agree to pay 100% of the real estate taxes payable in the fiscal year commencing JULY 1, 1982, and any unpaid taxes thereon payable in prior years and any and all special assessments for improvements which have been installed at the date of this contract; and Buyers agree to pay, before they become delinquent, all other current and subsequent taxes and assessments against said premises. **Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise.***

4. **POSSESSION.** Sellers agree to give Buyers possession of said premises on or before JULY 1, 19 83.

5. **INSURANCE.** Sellers agree to carry existing insurance until date of possession and Buyers agree to accept the insurance recovery instead of replacing or repairing buildings or improvements. Thereafter until final settlement, Buyers agree to keep the improvements upon said premises insured against loss by fire, tornado and extended coverage for a sum not less than $ 24,000.00 or the balance owing under this contract, whichever is less, with insurance payable to Sellers and Buyers as their interests may appear, and to deliver policies therefor to Sellers.

6. **ABSTRACT.** Sellers agree to forthwith deliver to Buyers for their examination abstract of title to said premises continued to the date of this contract showing merchantable title in accordance with Iowa Title Standards. After examination by Buyers the abstract shall be held by Sellers until delivery of deed. Sellers agree to pay for an additional abstracting which may be required by acts, omissions, death or incompetency of Sellers, or either of them, occurring before delivery of deed.

7. **FIXTURES.** All light fixtures, electric service cable and apparatus, shades, rods, blinds, venetian blinds, awnings, storm and screen doors and windows, attached linoleum, attached carpeting, water heater, water softener, outside TV tower and antenna, attached fencing and gates, pump jacks, trees, shrubs and flowers and any other attached fixtures are a part of the real estate and are included in this sale except none

*Decide for yourself if that formula is fair if Buyers are purchasing a lot with newly built improvements.

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8. **CARE OF PROPERTY.** Buyers shall not injure, destroy or remove the improvements or fixtures or make any material alterations thereof without the written consent of Sellers, until final payment is made.

9. **DEED.** Upon payment of all sums owing by Buyers to Sellers by virtue of this contract, Sellers agree to contemporaneously execute and deliver to Buyers a warranty deed upon the form approved by The Iowa State Bar Association and which shall be subject to:

(a) Liens and encumbrances suffered or permitted by Buyers, and taxes and assessments payable by Buyers.

(b) Applicable zoning regulations and easements of record for public utilities and established roads and highways.

(c)

10. **FORFEITURE AND FORECLOSURE.** If Buyers fail to perform this agreement in any respect, time being made the essence of this agreement, then Sellers may forfeit this contract as provided by Chapter 656 of the Iowa Code and all payments made and improvements made on said premises shall be forfeited; or Sellers may declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this contract, in which event Buyers agree to pay costs and attorney fees and any other expense incurred by Sellers. It is agreed that the periods of redemption after sale on foreclosure may be reduced under the conditions set forth in Sections 628.26 and 628.27, Code of Iowa.

11. **PERSONAL PROPERTY.** If this contract includes personalty, then Buyer grants Seller a security interest in such personalty. In the case of Buyer's default, Seller may, at his option, proceed in respect to such personalty in accordance with the Uniform Commercial Code of Iowa and treat such personalty in the same manner as real estate, all as permitted by Section 554.9501(4), Code of Iowa.

12. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHT IN REAL ESTATE.** If, and only if, the Sellers, immediately preceding this sale, hold the title to the above described property in joint tenancy, this sale shall not constitute a destruction of that joint tenancy. In that case, all rights of the Sellers in this contract, in the proceeds thereof, and in any continuing or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with full rights of survivorship and not as tenants in common. Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller and to accept deed executed solely by such survivor; but with due regard for the last sentence of paragraph 6, above.

13. **"SELLERS."** Spouse, if not a titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of this contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

14. **(Here add further terms or provisions)**

Words and phrases herein shall be construed as singular or plural and as masculine, feminine or neuter gender according to the context

Dated this_____day of MAY 19 82.

Raymond D. Foley

Loretta J. Foley **BUYERS**

Winterset, Iowa 50273
Buyers' Address

John Baker

Jean Baker **SELLERS**

Winterset, Iowa 50273
Sellers' Address

Please type or print names under signatures as per Code Section 558.9

EXHIBIT ONE

STATE OF IOWA, MADISON COUNTY, ss:
On this_____day of MAY, A. D. 19 83, before me, the undersigned, a Notary Public in and for said State, personally appeared John Baker, Jean Baker, Raymond D. Foley and Loretta J. Foley

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed

FLANDER, Notary Public in and for State.

Real Estate Contract (Short Form)

TO

Entered for taxation the _____ day of _____, 19____
_____ Auditor
By _____ Deputy

Filed for record the _____ day of _____, 19____
_____ o'clock ____ M. and recorded in Book ____ of _____, on page ____ of _____ County Records.
_____ Recorder
By _____ Deputy

WHEN RECORDED RETURN TO
Pick up