Executed in Triplicate

Date 4-26 19 78

LISTING CONTRACT

In consideration of the agreements herein contained, the undersigned Owner and Broker agrees as follows:

THE OWNER AGREES: (1) To, and by this agreement, does give said Broker for a period of 12 months the sole and exclusive right to find a purchaser for or sell the following real estate in ~~Polk~~ Madison County, Iowa, to-wit: Lot No. _____

_____

_____ $825 per acre

and locally known as No. Fair Robin Farm RR Winterset, ~~Des Moines,~~ Iowa, for the sum of $_____ payable $_____ down and the balance of $_____ at the rate of $_____ per month, with interest included at _____% or by assuming or executing a mortgage in the sum of $_____ payable at _____ at 9 % or on any other price and terms acceptable to the Owner.

The Owner agrees to furnish an abstract showing good and merchantable title subject to existing restrictions, continued to date of sale, and said down payment shall be deposited with the listing Broker pending approval of title and execution of final papers. Purchaser shall have a reasonable length of time for the examination of said abstract.

The Owner agrees to give possession in _____ days from date of sale. The property shall include shades, rods, blinds, venetian blinds, linoleum, storm sash, screens, TV antenna, electric and other attached fixtures and they are to go with the house, except those expressly excluded herein.

(2) To pay said Broker 7 % COMMISSION ON THE SALE PRICE with a minimum fee of $_____ commission payable in Des Moines, Polk County, Iowa, (a) if said Broker finds a buyer who shall be ready, willing and able to purchase during said period upon the price and terms above stated or at any other price and terms that may be agreed upon, or (b) if said property is sold by the Owner, or his authorized agent, or any other person or persons during said period, or (c) if said property is sold by the owner within six months after the termination of this contract, or any extensions thereof, to any buyer to whom the property has been presented or to any buyer who has inspected the property during the term of this contract, or any extensions thereof.

(3) In the event an exchange is made involving this property it shall be considered a sale within the meaning of this contract at the full listing price.

(4) If the Owner decides to offer said property for rent during the term of this contract, the said Broker shall have an exclusive rental agency thereof during the term of this contract and the Owner agrees to pay listing agent the regular rental commission. The Owner agrees that this property will not be leased during the term of this contract, except that the lease specifically provides that the property may be shown for sale at all reasonable hours and that possession shall be given within thirty days from date of sale.

(5) It is understood and agreed that all monies due Broker under this contract for monies advanced or commissions earned or for any other purpose whatsoever shall constitute a lien on the within described property or the proceeds from the sale or rental thereof, and suit may be brought hereon by either the listing broker or any broker who has procured an offer in compliance herewith. In the event of suit to collect any monies due under this contract, the Owner agrees to pay statutory attorneys fees. Owner represents that to the best of his knowledge, information and belief, there are no termites in the buildings on the real estate herein described, and if termites are found in said building and it is shown that such condition existed prior to the time closing the sale thereof, Owner hereby agrees to indemnify said broker and hold him harmless from any and all loss, damage or expense to which he may be subjected in connection therewith.

(6) This property is offered without respect to race, color, creed or national origin.

THE BROKER AGREES: (1) to endeavor to procure a purchaser according to the terms, hereof, and is authorized to re-list the property with the members of the MULTIPLE LISTING SERVICE OF THE GREATER DES MOINES BOARD OF REALTORS, (2) to furnish at all times any additional data requested by any Realtors and to assist Realtors where desired in any way to complete a sale on this property. Information herein furnished by owner not warranted by broker.

Executed at ~~Des Moines~~ Davenport, Iowa

ACCEPTED:

X Mrs Paul C White
Owner

Bankman Realty & Ins.
Broker

_____
Wife or Husband

PINK COPY TO OWNER

YELLOW COPY TO REALTOR

WHITE COPY TO MULTIPLE LISTING SERVICE

STATE OF IOWA, MADISON COUNTY, ss.

Filed for Record this 22 day of September 19 78 at 12:43 P.M.

Recording Fee $6.00 Mary E. Welty, Recorder, By _____ Deputy

Inst. No. 630 Book 32 Page 161

Fair Robin Farm

LIST. NO.		ADDRESS															PRICE Inc. Spec. Int.		
THIS INFORMATION, ALTHOUGH BELIEVED TO BE ACCURATE, IS NOT GUARANTEED OR WARRANTED TO BE SO BY LISTING OFFICE																			
BR	BATH	RMS 1	RMS 2	RMS 3	FAM. RM	F P.	CARPT.	DIN. R	EL. K.	DISP.	DISHW	BSMT	REC. R	HEAT	C.A.	SCR/ST. W			
														Tank Out					
STYLE / EXT. / FDTN.																			
Brick Frame																			
BLT.	E. 220	GAS	WATER	SEWER	GAR.			DRIVEW.		SIDEW.		PAVING		CURB					
49				Septic	1 Car Attached			Gravel		—		US 169		—					
HIGH SCHOOL Winterset								JR. HIGH Winterset											
ELEM. Winterset																			
A.V.								PYMTS. $						ZONING					
TAXES G.								INT. RATE		%		POSS.							
MGI/CONT $								DUE				OCC. BY							
APPROX. LOT SIZE Approximately 43 A/Roads												TERMS Known							
LEGAL - To be determined from survey																			
REMARKS (Hopkins) to have 1st option to buy. Price based on $825 per acre. Buying for personal use by him. (Tenant) to have 1st option to buy. Buying for personal use by him. Chase the Acreage Realty to have 2nd option to buy.																			
$4426.78 per acre 7 50-50																			
OWNER Mrs Paul A White																	PH. 319-322-5537		
FIRM Bank	PH. 1-515-223-7326							SALESM. Hopkins - Owens											

OWNER ADDRESS 2023 Carey - Davenport, Iowa ZIP 52803

Address No. ____ Street ____ Area Madison County Price ____ Br. F/H

R.R. Winterset, Iowa Central Iowa Bath - -

List Firm Ban Expiration Mo. 7 Day 27 Yr. 79 Date - -

RESIDENTIAL 1-76 Property is approximately 40 acres being surrounded by the Middle River. This is optional to buy. Land is rolling. Some timber. Some open. Good location. Possession (Negotiable) to be March 1st, 1979. Terms: Cash or Contract. (Buyer to pay interest.)

10813 - White

Real Estate Taxes: Following is a complete summary of total land, building tax and assessed value for 1975 and new assessed value for 1976.

15.11 Ac. W. of Hiway S 3/4 E½ SW¼ Exc. 4.2 Ac. Center part. 6-75-27 - 10.91 ac. net. 1975, $210. 1976, $310.

Frl. S½ NW SW 6-75-27 - 23.24 ac. 1975, $2,820. 1976, $4,200.

Frl SW SW 6-75-27 45.92 ac. 1975, $7,900. 1976, $11,770.

Lots 6, 7, 8 & 5.5 ac. W. Part. Lot 5, SE NW 7-75-27, 21.63 ac. 1975, $5,590. 1976, $8,330.

S 5.31 ac. W 7.31 ac. NW NE 7-75-27, 5.31 ac. 1975, $1,400. 1976, $2,090. Lot 4 + .65 ac. W. Lot 4 NE NW 7-75-27, 2.14 ac-.84 rod=1.31 ac. 1975, $490. 1976, $730.

S. Part, Lot 1 NE NW 7-75-27, 20.05-2.05 = 18 ac. 1975, $4,750. 1976, $7,080.

Frl. SW NW 7-75-27, 45.06-.56= 44.50 ac. 1975, $16,560. 1976, $24,670. Buildings, 1975, $17,460. 1976, $19,210.

N½ NW¼ Frl ¼SW 7-75-27, 22.41 ac. 1975, $7,150. 1976, $10,570.

NW NW Ex. .14 ac. SE Part 7-75-27, 45.33-1.03=44.30 ac. 1975, $4,850. 1976, $7,230. Buildings, 1975,$1,710, 1976, $1,880.

2.35 W. Part. Lot 2, NE NW 7-75-27, 2.35-.75=1.60 ac. 1975,$30. 1976, $40.

S½ NW SW W. of River, 7-75-27, 8.91 ac. 1975,$2,350. 1976, $3,500.

2.11 ac. NW corner SW SW 7-75-27, 2.11 ac. 1975, $580 1976 $860

E½ NE NE 12-75-28, 20 ac. 1975 $2,740, 1976, $4,080.

SE NE 12-75-28, 40 ac. 1975, $9,620. 1976, $14,330.

NW NE 12-75-28, 40 ac-.5=39.50 ac. 1975, $6,000. 1976, $8,940.

Lot 10 NE SE exc. 2 ac. SW corner, 12-75-28, 18 ac. 1975,$5,800. 1976,$8,640.

Lot 8, NE SE 12-75-28, 6.67 ac. 1975, $1,670. 1976, $2,490.

N. 2.75 ac. Lot 7, 12-75-28, 2.75 ac. 1975, $720. 1976, $1,070.

E. 39.50 ac. SE SE¼, 12-75-28, 39.50 ac. 1975, $13,070. 1976, $19.470.

FILED NO. 630
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1978 SEP 22 PM 12:43
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $ 6 00
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IND. ✓
REC. ✓
PAGE ✓