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Book 2016 Page 14 Type 06 049 Pages 3 Date 1/04/2016 Time 11:36:30AM Rec Amt \$17.00

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LISA SMITH, COUNTY RECORDER MADISON COUNTY 10WA

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## MEMORANDUM OF AGREEMENT (REAL ESTATE CONTRACT)

Recorder's Cover Sheet

#### **Preparer Information:**

William E. Bump 211 SW 7<sup>th</sup> St., P.O. Box 366 Stuart, Iowa 50250 515-523-2843

#### **Taxpayer Information:**

Shawn Howard Nicholson and Amy Jo Crane, 325 Marshall Street, Dexter, IA 50070

### $\langle \rangle$

#### / Return Address

William E. Bump 211 SW 7<sup>th</sup> St., P.O. Box 366 Stuart, Iowa 50250

#### **Grantors:**

Terry W. Crane Loretta J. Crane

#### **Grantees:**

Shawn Howard Nicholson Amy Jo Crane

Legal Description: See Page 2

Document or instrument number if applicable:

# MEMORANDUM OF AGREEMENT (REAL ESTATE CONTRACT)

KNOW ALL MEN BY THESE PRESENTS, that on the 31<sup>st</sup> day of December, 2015, a Real Estate Contract-Installments (hereinafter "Contract") was entered into by and between TERRY W. CRANE and LORETTA J. CRANE, husband and wife, ("Sellers"), and SHAWN HOWARD NICHOLSON and AMY JO CRANE, husband and wife, ("Buyers") providing for the purchase of the following described real property located in Madison County, Iowa, to-wit:

Parcel "H" and Parcel "K" located in the Southwest Fractional Quarter (SWfrl½) of the Northwest Quarter (NW½) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa as shown in Plat of Survey filed October 18, 1999 in Book 3 at Page 498.

Under the term of said Contract, Sellers sell the above described real property to Buyers for an amount stated therein, payable in monthly installments with the final payment due on the 1<sup>st</sup> day of January, 2026. Said Contract provides for a possession date of January 1, 2016 and was executed by the parties on December 31, 2015.

The terms of Contract provide that the Sellers are entitled to the remedy of forfeiture under the provisions of Chapter 656, <u>Code of Iowa</u> and further provides that Sellers shall give Buyer thirty (30) days advanced written notice of their intention to proceed to forfeit and cancel this Contract under the provisions therein. This thirty (30) day notice shall be in addition to the statutory thirty (30) day period as provided in Chapter 656, <u>Code of Iowa</u>.

Dated this 31st day of December, 2015.

**SELLERS** 

Γerrv W.∕Crane

Loretta J. Crane

**BUYERS** 

Shawn Howard Nicholson

Amy Jo Grane

### STATE OF IOWA, COUNTY OF ADAIR, ss:

On this \_\_\_\_\_\_ day of December, 2015 before me, the undersigned, a Notary Public in and for said county and state, personally appeared, TERRY W. CRANE, LORETTA J. CRANE, husband and wife and SHAWN HOWARD NICHOLSON and AMY JO CRANE, husband and wife, to me personally known to be the identical person named in and who executed the within and foregoing record, and acknowledge that they executed the same as their voluntary act and deed.

William G Sung

Notary Public in and for said State and County

