Compared

FILED NO. 2351
BOOK 31 PAGE 75
1976 MAR 26 AM 10:30
4pgs. MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee # 8 50 HGT

AFFIDAVIT

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, John R. Steffen, being first duly sworn, upon oath depose and say that I am a resident of Des Moines, Iowa, and am a duly licensed Real Estate Broker in the State of Iowa, and have been so licensed for over fifteen years. I own and operate Shay-Realty Co. That on March 22, 1967 an Offer to Sell Agreement was duly signed by John L'Estrange and Eleanor E. L'Estrange, husband and wife, and same was duly signed and accepted a few days thereafter, and by April 10, 1967, by Merle C. Baker and Janice E. Baker, husband and wife, and our firm received the earnest money payment of $1,000.00.

That I took said Offer to Sell agreement promptly to the office of John Hartley, an attorney at law for the L'Estranges' in Winteroet, Iowa, to complete the transaction by final execution of real estate contract, as per the terms of the accepted offer. Mr. John Hartley, who I understand had some health problems, did not get around to drawing the Contract as directed until after the death of John L'Estrange. However, the Offer to Sell Agreement had been signed by the Sellers and the Buyers before the above death, and was considered a binding Contract of Sale and has been so acted on and is being performed. Mr. Hartley is recently deceased. That John L'Estrange is also known as John F. L'Estrange and is one and the same person . That Eleanor L'Estrange is also known as Eleanor E. L'Estrange and is one and the same person. That Merle C. Baker is also known as Merle Baker and is one and the same person. That Janice E. Baker is also known as Janice Baker, and is one and the same person. I

attach hereto an exact copy of the Offer to Sell Agreement above referred to.

Signed this 2nd day of September, 1975.

John R. Steffen

Subscribed and sworn to before me by John R. Steffen on this 2nd day of September, 1975.

George E. Bradley
Notary Public in and for the State of Iowa

Offer To Sell

PURCHASE AGREEMENT

Approved by the Iowa Association of Realtors — Des Moines Stationery Company, Des Moines, Iowa — Form No. 120W

WINTERSET, Iowa, 3-22, 1967

TO Merle Baker & Junice Baker - Husband & Wife

I—We hereby make you the following offer for your property located at or briefly described as follows:

twsp. 76 N.; Range - 26, West of 5th P.M. Crawford twsp. Madison County Ia.

and legally described as: SE¼ & SE¼ of S.W¼ Sec. 4; N½ of NE¼, & NE¼ of NW¼ & E½ of S.W¼ Sec 9. Madison Co. Iowa. Crawford twsp.

and agree to ~~pay~~ sell to you therefor the sum of $ 70,000 00 as follows: $ 1000 00

in cash with this offer as earnest money to be held by Shay Realty Co. Des Moines Ia Seller's agent, pending delivery of final papers.

The balance of $ 69,000 00 is to be paid as follows, to-wit: $ 7000 00

~~contract~~

in cash to be paid upon delivery of warranty deed upon the form recommended by the Iowa Real Estate Association; or as follows:

Balance of $ 62,000 00 to be paid as follows. Payment to principal shall be at the rate of 2000 00 per year, payable annually, plus interest at the rate of 6% payable each March 1st. Payments to Principal & interest shall be made each March 1st until Contract is paid in full.

Right of Access to Farm for Purpose of Surveying, drainage Work, Containing or make Changes to the farm Consistent with good farming Practices - or grant Set up Crops in 1967. This agreement is Contingent on Acceptance of this Contract.

1. All regular taxes on the property due and payable in 1968, as well as all unpaid taxes for prior years, are to be paid by Seller.

2. ____ taxes due and payable in ____ to be prorated to date of possession and based on current taxes, are to be paid by ____

3. All special assessments now constituting a lien are to be paid by Seller.

4. All subsequent taxes and special assessments are to be paid by the Buyer.

5. Possession to be given on or before March 1st, 1968, and adjustments of interest, rents and insurance to be made of like date: settlement to be made upon approval of title but not later than date of possession.

6. Sellers agree to maintain existing insurance until closing. Buyer may purchase additional insurance.

7. The Seller is to continue the abstract to the date of the contract, showing good and merchantable title, free and clear of all taxes, assessments, liens and encumbrances, other than those specified, except building restrictions, easements, mineral reservations made by former owners, and a mortgage, the balance of which shall not exceed $ ____ with interest at ____ per cent.

8. It is understood that no representations made by the agent in the negotiation of this sale are being relied upon unless incorporated herein in writing, and that this property has been offered me by no other person. Any agreement written on the back hereof, and there signed by the parties, shall be a part of this contract.

9. Shades, rods, blinds, venetian blinds, linoleum, carpeting, storm sash, screens, showers, automatic heating equipment, water heater, electric, and other attached fixtures, are to be left with the house unless excepted on the back of this contract and there signed by the parties.

10. If the Seller fails to fulfill this agreement he will pay to the agent the regular commission in full, and the Buyer shall have the right to have all payments returned, or to proceed by any action or actions at law in equity, and the Seller agrees to pay costs and attorney fees, and a receiver may be appointed.

11. If the Buyer fails to fulfill this agreement, the Seller may forfeit the same as provided in Chapter 656 of the 1946 Code of Iowa, and all payments made herein shall be forfeited and to the extent of the commission it shall first be paid to the agent in full discharge of Seller's obligation for commission to the agent, and the balance, if any, shall be paid to and become the property of the Seller, or the Seller may proceed by any action or actions at law or in equity and the Buyer agrees to pay costs and attorney fees, including the agent's commission and any other expenses incurred by the Seller as liquidated damages, and a receiver may be appointed and all payments made herein to the extent of the commission shall be first paid to the agent in full discharge of the Seller's obligation for the agent's commission, and the balance if any, shall be paid to and become the property of the Seller.

12. In case either party fails to perform his part of this agreement, the other party may at his option forfeit this contract by thirty day's notice, or may proceed by action at law or equity to enforce the same as provided by law, and the party in default shall pay all costs including attorney's fees, and a receiver may be appointed.

13. In the performance of each part of this agreement, time shall be of the essence.

14. It is agreed that at time of settlement, funds of the purchase price may be used to pay taxes and other liens to comply with the above requirements, same to be handled under supervision of ____ agent, and subject to approval of Buyer's attorney on title questions involved, and needed to produce merchantable title.

15. When accepted this offer shall become a legally binding contract for the sale and purchase of the above described premises (if not understood, seek competent advice) and the Seller shall pay said agent the customary commission. If this offer is not accepted by the Seller on or before April 10, 1967, it shall become null and void and the initial payment shall be repaid to the buyer without liability on the part of said agent to either party.

The foregoing offer is accepted this ____ day of ____, 19____

Seller and Owner

Wife or Husband

Merle C Baker — Buyer

Junice E. Baker — Wife or Husband

Additional payments may be made to principal on any date next bearing date. These payments shall not be more than 20% of the unpaid balance of Principal on this date.

Sellers shall retain full ownership & use of present house & other ~~(illegible)~~ buildings located on said farm. Ground upon which buildings are now located shall be included as theirs. Which shall be not more than 5 ACRES. North ~~x~~ fence shall run with present Power lines & Extend South to include 5 ACRES. 300+H

John L Estes
Seller

Merle C Baker
Buyer

Elaine E Estes
Seller

Junice E. Baker
Buyer

COMPARED

FILED NO. 1205
BOOK 102 PAGE 474

1972 AUG 18 PM 3:28

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee # 4 50

IND. ✓
REC. ✓
PAGE ✓

Mail Deed