Ind ✓
Rec ✓
Page ✓

4

FILED NO. 1328
BOOK 101 PAGE 697
1971 OCT -1 PM 3:36
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

See 5 & Con't

for release & reassignment
see deed Rec 102 - 725

We, the undersigned Karl Ernst Knoll and Shirley E. Knoll, husband and wife, hereinafter referred to as assignors for valuable consideration and the receipt of which is hereby acknowledged does hereby sell, transfer and assign and set over to the Federal Land Bank of Omaha, a corporation of Omaha, Douglas County, Nebraska, its successors and assigns all the right, title and interest of the assignors in and to the installment sale contract of real estate and the amounts payable thereunder, an executed copy of which is attached hereto and by this reference made a part hereof, including all the rights to sue for, collect, a receipt for all indebtedness due or become due under the contract with power to forfeit said contract or to enforce in its own name or assignors name all and any rights given to the assignors thereunder or which may be deemed necessary by assignee to enforce the terms thereof.

Assignor warrents that the contract was executed in connection with the sale to the purchaser therein of the property referred to therein; the property has been duly delivered by the assignor to and accepted by the purchaser; the property is free from any and all liens and encumbrances whatsoever; no payments have been made on account of the contract except those cash payments indicated therein; the contract is genuine in all respects; there are no offsets, counterclaims, or other defenses to the contract to the assignors knowledge. The condition of this assignment is that the amounts due hereunder shall be paid to the assignee and applied by the assignee to the assignors indebtedness under a note executed by the assignors herein dated the 28th day of September, 1971, and is additional security for the note referred to above. That upon satisfaction of all amounts due under the above referred to note and the discharge of assignors indebtedness to assignee, the assignee will reasign the within contract to the assignor.

Assignor agrees that all payments made under the said real estate contract herein assigned shall be applied to any and all indebtedness due the assignee from the assignors.

IN WITNESS WHEREOF, we have executed this assignment at Winterset, Iowa this 15th day of September, 1971.

Karl Ernst Knoll
KARL ERNST KNOLL also known as Karl E. Knoll

Shirley E. Knoll
SHIRLEY E. KNOLL

STATE OF IOWA)
) ss
MADISON COUNTY)

LEONARD M. FLANDER NOTARIAL SEAL

On this 15th day of September, 1971, before me a Notary Public in and for the County and State aforesaid, personally appeared Karl Ernst Knoll, also known as Karl E. Knoll and Shirley E. Knoll, husband and wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Leonard M. Flander
LEONARD M. FLANDER, NOTARY PUBLIC.

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

CAVEAT: Seller should determine the impact, if any, of Federal Regulations as to Consumer Credit Cost Disclosure upon this particular transaction.

REAL ESTATE CONTRACT (SHORT FORM)

It Is Agreed between Karl E. Knoll and Shirley F. Knoll, husband and wife of Madison County, Iowa, **Sellers**, and, Richard E. Greenwood and Jean Ann Greenwood 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:

Southeast Quarter (SE¼) of Northeast Quarter (NE¼), and a tract of land commencing at the Southeast corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) running thence North 200 feet thence West 497 feet, thence South 200 feet thence East 497 feet to the point of beginning all in Section Twenty-eight (28), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M. 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 Twenty Five Thousand and no/100 Dollars ($ 25,000.00) of which Five Hundred and no/100 Dollars ($ 500.00) 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:

$3000.00 on September 1, 1970
$ 500.00 on December 1, 1970
$2500.00 on September 1, 1971
$1000.00 on September 1, 1972
$1000.00 on September 1, 1973
$1000.00 on September 1, 1974
$1000.00 on September 1, 1975
$1000.00 on September 1, 1976
$1000.00 on September 1, 1977
$1000.00 on September 1, 1978
$1000.00 on September 1, 1979
$10,500.00 on September 1, 1980 when all sums due/under here shall be paid in full.

Buyer reserves the right to pay any additional amount on any principal payment date

2. **INTEREST.** Buyers agree to pay interest from September 1, 1970 upon the unpaid balances, at the rate of 7% per cent per annum, payable annually. on 9/1/ of each year, which interest payments shall be in addition to principal payment.

3. **TAXES.** Sellers agree to pay 66% of the regular taxes assessed for the year 19 70, against said property, payable in the year 19 71, 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.

4. **POSSESSION.** Sellers agree to give Buyers possession of said premises on or before Sept. 1, 19 70.

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 $ existing 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 any 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, pumps jacks, trees, shrubs and flowers and any other attached fixtures are a part of the real estate and are included in this sale except

Copyright 1968 by The Iowa State Bar Association

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 full 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.

11. **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.

12. **"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.

13. (Here add further terms or provisions)

Purchaser hereunder agrees to execute any document necessary for Seller to obtain mortgage financing on ~~Buyer's~~ property and hereby permits ~~Buyer~~ Seller the right to use property herein sold as security for any loan subject only to Seller obtaining a release of any lien upon final payment of this contract. The amt of Seller's loan shall at no time exceed the Amt. owing from buyers to sellers under the terms of this contract.

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

Dated this 15th day of August, 19 70

Richard E. Greenwood

Jean Ann Greenwood

BUYERS

Buyers' Address

Karl E. Knoll
Karl E. Knoll

Shirley F. Knoll
Shirley F. Knoll

SELLERS

Sellers' Address

STATE OF IOWA, Madison COUNTY, ss:

On this 22nd day of August, A. D. 19 70, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared ~~Karl E. Knoll and Shirley F. Knoll~~

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

Beth Flander

Beth Flander, Notary Public in and for the State of Iowa.

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 _____ on page _____
of _____ County Records.
_____ Recorder
By _____ Deputy

WHEN RECORDED RETURN TO