



Document 2016 2918

Book 2016 Page 2918 Type 03 010 Pages 5
Date 9/30/2016 Time 3:56:39PM
Rec Amt \$27.00 Aud Amt \$10.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA



\$962,600

Real Estate Contract - Short Form

THE IOWA STATE BAR ASSOCIATION
Official Form No. 143
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

John W. Fisher (641)742-5231
306 Audubon St.
Adair, IA 50002

Taxpayer Information: (Name and complete address)

Crawford & Crawford, Inc.
PO Box 417
Adair, IA 50002

✓ **Return Document To:** (Name and complete address)

Fisher, Fisher & Groetken, P.C.
306 Audubon St., P.O. Box 158
Adair, IA 50002

Grantors:

Dorothy C. Beverlin Revocable Trust

Grantees:

Crawford & Crawford, Inc.

Legal description: See Page 2

Document or instrument number of previously recorded documents:



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Dorothy C. Beverlin, as Trustee of the Dorothy C. Beverlin Revocable Trust
dated September 19, 1997

("Sellers"); and

Crawford & Crawford, Inc., an Iowa Corporation

("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Madison

County, Iowa, described as:

The East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Twenty-nine (29) and the West Two-thirds of the West One-half of the Northwest Quarter (W $\frac{2}{3}$ W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty-eight (28), all in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, containing 133.33 acres, more or less.

with any easements and appurtenant servient estates, but subject to the following:

- a. any zoning and other ordinances;
- b. any covenants of record;
- c. any easements of record for public utilities, roads and highways; and
- d. (consider: liens; mineral rights; other easements; interest of others.)

(the "Real Estate"), upon the following terms:

1. PRICE. The total purchase price for the Real Estate is Nine Hundred Sixty-two Thousand Six Hundred and No/100 ----- Dollars (\$ 962,600.00) of which Ninety-six Thousand Two Hundred Sixty and No/100 -----

Dollars (\$ 96,260.00) has been paid. Buyers shall pay the balance to Sellers at 8056 Oakland Place, Suite A, Orlando, FL 32819

or as directed by Sellers, as follows:

\$62, 300.00 on the 1st day of March, 2017 and \$62,300.00 on the 1st day of March of each and every year thereafter until March 1, 2031, when the entire balance of principal and interest shall be paid in full. Payments shall be applied first to interest and then to unpaid principal.

Buyer may make additional contract payments at any time, without penalty, including paying the balance in full.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

13. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

14. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

15. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

16. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. **RELEASE OF RIGHTS.** Each of the Sellers hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

18. **CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: _____ BUYERS

Dated: _____ BUYERS

19. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

A. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

~~B. The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~

~~C. Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that~~

20. **ADDITIONAL PROVISIONS.**

The Buyer accepts the property, both real and personal, as is, and the Buyer has personally inspected the premises.

Seller agrees to cancel and not accept the December 1, 2016 rent payment due from Buyer.

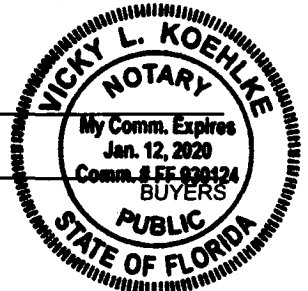
Dated: September 6, 2016, 2016

Dorothy C. Beverlin Revocable Trust dated 09-19-1997

Crawford & Crawford, Inc.

By: Dorothy C. Beverlin
Dorothy C. Beverlin, Trustee

By: Randy C. Crawford, Pres.
Randy C. Crawford, President



STATE OF FL, COUNTY OF Orange

This instrument was acknowledged before me on September 6, 2016, by Dorothy C. Beverlin

Vicky L. Koehlke, Notary Public

INDIVIDUAL NOTARY

STATE OF _____, COUNTY OF _____

The instrument was acknowledged before me on _____, by _____
_____.

John W. Fisher, Notary Public

STATE OF _____, COUNTY OF _____

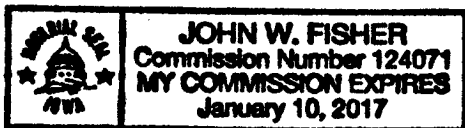
The instrument was acknowledged before me on _____, by _____
_____.

, Notary Public

CORPORATE NOTARY

STATE OF IOWA, COUNTY OF ADAIR

The instrument was acknowledged before me on Sept 13, 2016,
by Randy C. Crawford
as President
of Crawford & Crawford, Inc.

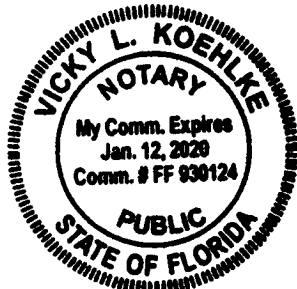


John W. Fisher
John W. Fisher, Notary Public

TRUST NOTARY

STATE OF FLORIDA, COUNTY OF ORANGE

The instrument was acknowledged before me on September 6, 2016,
by Dorothy C. Beverlin
as Trustee
of Dorothy C. Beverlin Revocable Trust dated 09-19-1997



Vicky L. Koehlke
, Notary Public