Gayle H. Carter
To
M. J. Camp

#2724

Fee $ 2.00

Filed for record the 24 day of June A. D. 1958 at 4:50 o'clock P. M.

Mary E. Welty, Recorder

OFFER TO BUY

St. Charles, Iowa, April 10, 1957

To Gayle H. Carter

I - We hereby make you the following offer for your property located at or briefly described as follows: Gayle H. Carter property, St. Charles, Iowa -

Lots 3 & 6 - Block 2 of Stouffers Addition to Town of St. Charles, Iowa

and legally described as - - and agree to pay you therefor the sum of $5000.00 as follows: $500.00, in cash with this offer as earnest money to be held by Seller - Seller's agent, pending delivery of final papers.

The remainder of $4500. is to be paid as follows, to-wit: $ - - in cash to be paid upon delivery of warranty deed upon the form recommended by the Iowa Real Estate Association; or as follows: - -

1. All regular taxes on the property due and payable in 1957 are to be paid by Seller
2. All special assessments now spread on the Treasurer's books are to be paid by Seller
3. All subsequent taxes and special assessments are to be paid by the Buyer.
4. Possession to be given on or before May 1, 1957, 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. The Seller agrees forthwith to make insurance to the extent of existing insurance on this property in the amount of $ - payable to all parties as their interest may appear and shall forthwith notify all insurance companies of this contract.
5. 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.

6. 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.

7. Shades, rods, blinds, venetian blinds, linoleum, storm sash, screens, showers, automatic heating equipment, water heater, water softener, 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.

8. 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.

9. 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.

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

11. 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.

12. When accepted this offer shall become a binding contract for the sale and purchase of the above described premises and the Seller shall pay said agent the customary commission. If this offer is not accepted by the Seller on or before - 19 -, 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 10th day of April, 1957

Gayle H. Carter Seller and Owner M. J. Camp Buyer

STATE OF IOWA, MADISON COUNTY, ss:

On this 10 day of April, A. D. 1957, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Gayle H. Carter, and M. J. Camp to me known to be the identical persons named in and who executed the within and foregoing instrument, to which this is attached, and acknowledged that they executed the same as their voluntary act and deed.

(Notarial Seal)

Robert O. Frederick Notary Public in and for said County.

There is a Railroad Right-of-Way that the buyers will have to accept with a Quick Claim Deed Only.

COMPARED