IOWA STATE BAR ASSOCIATION
Official Form No. 27A. (Short Form) (Trade-Mark Registered, State of Iowa, 1967)

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

AFFIDAVIT OF POSSESSION

104

FILED NO. _____
BOOK 37 PAGE 333
UCC REC.
1986 JUL 16 AM 8:11

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $35.00

TO WHOM IT MAY CONCERN:

STATE OF IOWA)
) ss.
MADISON COUNTY)

The undersigned first being duly sworn (or affirmed) upon oath deposes and states:

That Interstate 35 Community School District

is/~~are~~ now the record titleholder/s of the following described real estate situated in Madison County, to-wit:

Lots Seven (7) and (8), in Block Two (2), of Kale's Addition to the Town of Truro, Madison County, Iowa.

That said Interstate 35 Community School District is/~~are~~ now in complete actual and sole possession of all of said real estate except as may be herein stated. That this affidavit is made from the personal knowledge of the undersigned who is familiar with said real estate, its titleholders, and its parties in possession; and is for the purpose of confirming title to the above described real estate under the provisions of Section 614.17, Code of Iowa, and other statutes relative thereto.

See the attached and incorporated Exhibit "A".

Words and phrases herein, including jurat and marginal entry hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Dated this 15th day of July 1986

Don Brichacek, Affiant

Subscribed in my presence and sworn to (or affirmed) before me by the said affiant this 15th day of July 1986.

G. Stephen Walters, Notary Public in and for the State of Iowa

STEPHEN WALTERS NOTARIAL SEAL

● POWER OF ATTORNEY

The undersigned, owner in possession of said property as above stated, hereby directs that this affidavit be filed of record and hereby appoints the County Recorder of the County wherein said land is situated as the authorized attorney in fact to file same.

If the Power of Attorney is granted by a Corporation attach corporate acknowledgment (Official Form No. 12).

INTERSTATE 35 COMMUNITY SCHOOL DISTRICT

By Don Brichacek
Don Brichacek, Superintendent ~~Owner in Possession~~

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, MADISON COUNTY, ss:

On this 15th day of July, 19 86, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Don Brichacek and ~~xxxxxxxxxxxxxxxxxxxx~~ to me personally known, who, being by me duly sworn, did say that ~~they~~ he is ~~xxx~~ are the Superintendent of Interstate 35 Community School District and ~~xxxxxxxxxxxxxxx~~ respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and ~~xxxxxxxxxxxxxxxxxxxx~~ and Don Brichacek acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary by it, by them and as the fiduciary voluntarily executed.

Interstate 35 Community School District,

G. Stephen Walters, Notary Public in and for said State.

IOWA STATE BAR ASSOCIATION
Official Form No. 180 (Trade-Mark Registered, State of Iowa, 1967)
This Printing January, 1986

(Section 558.39, Code of Iowa)

Acknowledgement: For use in the case of a corporate fiduciary

EXHIBIT "A" -

That on April 16, 1956, a Special Election was held, and the Truro Consolidated School District, in its entirety, including the real property covered by this Affidavit, passed to and became part of the Truro Community School District.

That on July 11, 1961, after a Special Election, the Truro Community School District, including the real property covered by this Affidavit, became part of and passed to the Interstate 35 Community School District.

That on September 10, 1985, an election was held for the Interstate 35 Community School District, pursuant to Sections 278.1(2) and 297.22 of the 1985 Code of Iowa, and the following public measure was adopted with 456 voting for and 152 voting against:

> "Shall the Interstate 35 Community School District in the counties of Clarke, Madison and Warren, in the State of Iowa, be authorized to sell to the highest bidder pursuant to legal advertisement as provided by law the school owned home located on Lots Seven (7) and Eight (8) in Block Two (2) of Kale's Addition to the Town of Truro, Iowa, proceeds to be placed in the Schoolhouse Fund and to be used for any lawful purpose?"

That on December 4, 1985, the Chief Judge of the Judicial District of the county in which the real property covered by this Affidavit is located chose three disinterested freeholders from a list of compensation commissioners pursuant to Section 297.22 of the 1985 Code of Iowa, as shown by a December 4, 1985, letter, a copy of which is marked Exhibit "1", attached hereto, and incorporated herein by this reference.

That on January 18, 1986, the three appraisers chosen by the Chief Judge of the Fifth Judicial District of Iowa completed their appraisal, a copy of which is marked Exhibit "2", attached hereto, and incorporated herein by this reference.

That on January 27, 1986, and on February 3, 1986, a Notice of Sale of Real Estate in the Interstate 35 Community School District was given in the manner as shown by the Proof of Publication marked Exhibit "3", attached hereto, and incorporated herein by this reference.

That the real property covered by this Affidavit has never been used as a school site.

That on July 14, 1986, the Board of Directors of the Interstate 35 Community School District passed the attached resolution approving the sale of the real property covered by this Affidavit to Don G. Brownlee and Cheryl Lee Brownlee for $35,500.00, a copy of which resolution is marked Exhibit "4", attached hereto and incorporated herein by this reference.

DISTRICT COURT CHAMBERS
FIFTH JUDICIAL DISTRICT OF IOWA
POLK COUNTY COURT HOUSE
DES MOINES, IOWA 50309

LOUIS A. LAVORATO, JUDGE

December 4, 1985

Don Brichacek, Superintendent
Interstate 35 Community School District
Truro, Iowa 50257

Dear Superintendent Brichacek:

Pursuant to the request of the Interstate 35 Community School District for the appointment of appraisers to appraise school property for the purpose of selling same and said real estate being legally described as follows:

Lots Seven (7) and Eight (8) in Block Two (2) of Kale's Addition to the Town of Truro, Iowa.

and pursuant to Chapter 297.22 of the Code of Iowa, I hereby designate and appoint the following as appraisers for the purpose of this sale:

Connie Kephart - Carlisle
Elwood Palmer - Truro (Chairman)
Ben Gleckler - New Virginia

Sincerely yours,

Louis A. Lavorato
Chief Judge
FIFTH JUDICIAL DISTRICT OF IOWA

LAL/cah

EXHIBIT "J"

We, the committee who have been duly appointed to appraise the Interstate 35 school-owned home situated on Lots 7 and 8 of Kale's addition do hereby set a value of 37,500 for this property.

Signed Elwood J Palmer

Elwood Palmer, Chairman

Connie Kephart

Connie Kephart

Ben Gleckler

Ben Gleckler

Date 1-18-1986

EXHIBIT "2"

Proof of Publication

NOTICE OF SALE OF REAL ESTATE
~~IN THE IN~~TERSTATE 35
COMMUNITY SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that sealed proposals for purchase of the following-described property are invited by the Interstate 35 Community School District:

Lots Seven (7) and Eight (8) in Block Two (2) of Kale's Addition to the Town of Truro, Iowa.

In connection with such sale, the Interstate 35 Community School District, as Seller, will convey by deed without warranties of title.

Such sale will include land and improvements thereon.

Bids shall be delivered to the School Board Secretary at her office in Truro, Iowa.

The Board shall not accept any bid prior to two (2) weeks after the second publication of this notice nor later than six (6) months after said second publication. The Board may accept the best bid received prior to acceptance, or may decline to sell if the bids received are deemed inadequate.

The Board of Directors of the Interstate 35 Community School District reserves the right to receive additional bids after sealed bids have been opened, tabulated, and reported to the Board, and to make counterproposals on any bid.

Bids shall be accompanied by a certified check payable to the Interstate 35 Community School District in the amount of ten percent (10%) of the bid with the terms providing for the balance to be paid in cash within thirty (30) days after acceptance of the bid. If the bid is accepted by the School District, it shall constitute a binding contract and the School District may proceed by any action or actions at law or in equity to enforce performance of the contract, or sue for damages for failure of the Bidder to perform, or the School District may, at its option, forfeit the certified check as liquidated damages. Any bid not accompanied by a certified check as provided in this notice will be disregarded by the School District. The certified check of an unsuccessful bidder will be returned within five (5) days after the Board of Directors rejects the bid.

Upon payment in full, the School District, as Seller, shall furnish the purchaser with a Deed without Warranty, together with abstract of title continued down to the date of acceptance of the bid.

Dated this 20th day of January, 1986.

INTERSTATE 35
COMMUNITY SCHOOL DISTRICT
By Charlotte Stickel
Secretary
60-2

I, Daryl Beall Publisher of the Record-Herald and Indianola Tribune, a semi-weekly newspaper of general circulation, printed and published in Warren county, Iowa, on oath do say the foregoing notice Notice of Sale of Real Estate in the Community School District

was published in said paper two consecutive weeks commencing Jan. 27, 1986 and ending Feb. 3, 1986

Daryl E. Beall

Sworn to and subscribed by Daryl Beall in my presence this 9 day of April A. D., 1986.

Stacey J Demory
Notary Public

EXHIBIT "3"

Resolution relating to the sale of the school owned home at Truro to Don Brownlee as requested by Steve Walters, attorney, who is taking care of legal aspects of the transaction:

Be it resolved that the purchase agreement attached hereto, marked exhibit A, and incorporated herein by this reference be, and is hereby, approved in all respects, and that the President and Secretary of the Board be, and are hereby authorized and directed to execute a warranty deed pursuant to the said purchase agreement and to do all things that they, in their sole descretion, deem to be necessary or desirable to fulfill the terms of the attached purchase agreement, and sell the property to Don G. Brownlee and Cheryl Lee Brownlee.

At a regular meeting of the Interstate 35 Community School District Board of Directors on Monday, July 14, 1986 at 8:00 p. m. in the music room at the high school the resolution as stated above was adopted by the Board as follows: Mr. Banger moved that the Board adopt the resolution stating that Board President and Secretary be authorized and directed to do all things necessary to fulfill the terms of the purchase agreement between Don Brownlee and the Interstate 35 Community School District relating to the school owned home at Truro, Iowa. Mrs Beebe seconded the motion. Voting yes: Tom Brommel, Phil Higgins, Kathy Phillips, Linda Beebe and Bob Banger. Carried unanimously.

Signed by Charlotte Stickel
Board Secretary

EXHIBIT "4"

EXHIBIT A LD 9/85-1

IOWA REALTY

Iowa's Largest Full Service Real Estate Company
CORPORATE HEADQUARTERS: 3501 Westown Parkway, West Des Moines, Iowa 50265 Phone (515) 224-6222

PURCHASE AGREEMENT: NEW FINANCING OR CASH SALE

TO: Interstate 35 Schools DATE OF PURCHASE AGREEMENT: March 20, 19 86

I/We hereby offer to purchase through Iowa Realty Co., Inc., Agent, your property in Truro Iowa, located at, or briefly described as follows: 405 N. Jackson, Truro and legally described as: Lots 7 + 8 Block 2 Kales Addn To Truro, Iowa

1. PURCHASE PRICE: $ 35,500 and the method of payment shall be as follows:
   $ ____ with this offer to be held in trust by Iowa Realty;
   $ 500.00 upon acceptance of this Offer;
   $ 31,950.00 pursuant to paragraph A below:
   $ ____ BALANCE pursuant to paragraph B below. Adjustment for closing costs shall be added to or deducted from this amount.
   $ 3,050.00 BALANCE due and payable at the time of closing. Adjustment for closing costs shall be added to or deducted from this amount.

3/24/86

☑ A. NEW MORTGAGE. This Purchase Agreement is contingent upon Buyer obtaining a commitment for a new Conv. mortgage in the approximate amount of $ 31,950, payable monthly, (including principal and interest), with interest at no more than 9.375% and with a term of not less than 15 years. Buyer agrees to pay all customary loan costs. Seller agrees to pay a loan placement fee, if required, not to exceed 2% of the mortgage. If Buyer has not obtained a written commitment or denial for such mortgage on or before May 1, 1986, then Seller may give written notice to Buyer and Agent stating that if Buyer has not obtained the loan commitment or waived the financing contingency within ten (10) days from the date of Buyer's receipt of such written notice, this agreement shall be null and void. If the Seller does not choose to rescind, then this Agreement shall remain in full force and effect. Buyer agrees to use their best efforts to obtain such mortgage and, if unsuccessful, to accept financing based on the above terms made available to them and arranged by Seller. Seller is not obligated to arrange such financing. Other terms:

☐ B. CASH. Buyer will pay the balance of the purchase price in cash at the time of closing. This agreement is not contingent upon Buyer obtaining such funds.
Other terms: ____

☐ C. ADDITIONAL FINANCING TERMS: ____

2. CONDITION OF PROPERTY. (a) THE PROPERTY AS OF THE DATE OF THIS AGREEMENT (including buildings and grounds) WILL BE PRESERVED AND DELIVERED TO BUYER IN ITS PRESENT CONDITION, ORDINARY WEAR AND TEAR EXCEPTED; (b) SELLER REPRESENTS THAT AS OF THE DATE OF CLOSING, THE HEATING EQUIPMENT, AIR CONDITIONING EQUIPMENT, PLUMBING EQUIPMENT, ELECTRICAL WIRING AND OTHER MECHANICAL FIXTURES AND EQUIPMENT, IF ANY, ARE PERFORMING THE FUNCTION FOR WHICH THEY WERE INTENDED, UNLESS OTHERWISE SPECIFIED BELOW; (c) IOWA REALTY CO., INC., ITS AGENTS, EMPLOYEES AND ASSOCIATES MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL AND MECHANICAL CONDITION OF THE PROPERTY. BUYERS DECLARE THAT THEY ARE PURCHASING THE PROPERTY BASED ON THEIR OWN EXAMINATION AND JUDGMENT AND NOT THROUGH RELIANCE UPON ANY REPRESENTATION MADE TO THEM BY SELLER OR IOWA REALTY CO., INC., ITS AGENTS, EMPLOYEES OR ASSOCIATES, NOR UPON ANY INFORMATION CONTAINED IN THE LISTING AGREEMENT, REGARDING THE LOCATION, SIZE, VALUE, FUTURE VALUE, INCOME PRODUCTION OR THE PHYSICAL OR MECHANICAL CONDITION OF THE PROPERTY, UNLESS INCORPORATED HEREIN IN WRITING. EXCEPTIONS: ____

15 3/24/86 DB 3/24/86

3. CLOSING AND POSSESSION. Closing shall be on or about June 1, 1986 and adjustments of interest, rents, utilities (including prepaid fuel) and other customary adjustments shall be made as of such date. POSSESSION SHALL BE GIVEN ON THE DATE OF CLOSING. If, by separate agreement of the parties, possession is given prior to closing, all adjustments shall be made as of date of possession. If closing is delayed due to Seller's inability to provide marketable title, this agreement shall continue in force and effect until either party rescinds the agreement after giving 10 days written notice to the other Party and the Agent. The Seller shall not be entitled to rescind unless they have made reasonable efforts to provide marketable title.

4. REAL ESTATE TAXES. All real estate taxes on the property shall be prorated between the Buyer and Seller as of the date of closing. Such proration shall be based on the last known taxes payable; PROVIDED HOWEVER, if such taxes are not based on a full assessment of the improvements upon the property or the tax classification as of the closing date, then the proration shall be based upon the assessed valuation as shown on the Assessor's records and the tax rate in effect as of such closing date.

5. INCLUDED PROPERTY. Seller agrees all personal property that integrally belongs to or is part of the real estate, whether attached or detached, such as water softeners (except rentals), light fixtures (including all light bulbs), shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, wall-to-wall carpeting, television antenna, plumbing fixtures, water heaters, automatic heating equipment, air conditioning equipment other than window type, door chimes, built-in items and electrical service cable, fencing, gates and other attached fixtures, bushes, trees, shrubs and plants shall be considered a part of real estate and included in this sale. Also included is the following: all draperies shall remain with property other than rons bedroom curtains

6. TERMITE INSPECTION. An inspection for termites and other wood destroying insects shall (shall/shall not) be done and charged to the Seller (Buyer/Seller). Any required treatment shall be paid by Seller. If inspection reveals structural damage, Seller shall have the option of repairing the damage in a good and workmanlike manner or declaring this contract null and void. Provided, however, Buyer shall have the right to accept the property in existing condition. If no inspection is done, Seller makes no representation or warranty as to infestation by termites or other wood destroying insects or structural damage caused by termites or other wood destroying insects. **This provision supersedes any contrary provision in the listing agreement.**

7. SURVEY. The Buyer, within 30 days from the date of this agreement and no later than 10 days prior to closing, whichever date first occurs, may have the property surveyed at his expense. If the survey, certified by a registered Iowa surveyor, shows any encroachment on said property or that improvements located on the subject property in fact encroach on lands of others, the same shall be treated as a title defect.

8. RENTAL PROPERTY. If this property is rental property, this agreement is contingent upon Seller providing Buyer evidence of compliance with local zoning and housing code ordinances, if any, unless otherwise provided herein.

9. ACCEPTANCE DATE. If this offer is not accepted by the Seller on or before March 30, 1986 it shall become null and void and the initial payment shall be repaid to the Buyer without liability on the part of Agent to either Party. If accepted by Seller on a later date and such acceptance is ratified by Buyer, then this contract shall remain in full force and effect.

10. **THIS PURCHASE AGREEMENT** is subject to and governed by the additional terms and conditions of paragraphs 12-21 on the reverse side hereof without the requirement of additional signatures.

11 ADDITIONAL TERMS: ____

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

SELLER'S SIGNATURE

I hereby accept this offer this 24 day of March, 19 86, and agree to pay Iowa Realty Co., Inc. a commission in this transaction of the final purchase price.

Seller [redacted] Social Security#

Seller Social Security#

Address and Phone Truro Iowa

Seller's Attorney

Salesman Bunnie Foley Office Indianola

BUYER'S SIGNATURE

Buyer Don Bramlee [redacted] Social Security#

Buyer Social Security#

Address and Phone Truro IA Box 347 765-4225

Present Mortgage

Buyer's Attorney Van Warden, Osceola Iowa

Listing Salesman or Company Bunnie Foley Indianola

MISC. RECORD 37

© 1985 Iowa Realty Co., Inc