MATT PARROTT & SONS CO., WATERLOO, IOWA F27346

Walter W. Eyerly
To
R. M. White

#4324

Fee $ 2.00

Filed for record the 7 day of July A. D. 1953 at 1:35 o'clock P. M.

Wilma M. Wade, Recorder

OFFER TO BUY

Des Moines Iowa, March - 26 -, 1953.

To Walter W. & Eloise Eyerly

I - We hereby make you the following offer for your property located at or briefly described as follows: 120 acres more or less - Lincoln Twp - Madison Co., Iowa, and legally described as:

S. W. 1/4 of S. W. 1/4 and 9 acres W. part of S. E. 1/4 of S. W. 1/4 of Sec 16 - Twp. 75 - Rge 28 and the S. E. 1/4 of S. E. 1/4 (27.27 A) S. E. Part of N. E. 1/4 and N. E. 1/4 of Sec 20 - Twp 75 - Rge 28, 1.8 Ac N. W. Corner of N. W. 1/4 being 120 acres more or less

and agree to pay you therefor the sum of $9,500.00 as follows: $ 200.00, in cash with this offer as earnest money to be held by Carl Dare Realtor Seller's agent, pending delivery of final papers.

The remainder of $9,300.00 is to be paid as follows, to-wit: $800.00 in cash to be paid upon delivery of contract upon the form recommended by the Iowa Real Estate Association; or as follows: the balance of 8,500 to bear interest at 5½% from date of possession. Annual payments of $1350.00 or more including interest beginning March 1st 1954 and each March 1st thereafter.

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1. All regular taxes on the property due and payable in 1953 are to be paid by Seller.

2. All special assessments that are a lien at time of settlement 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 Settlement, 1953, 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. Buyer to obtain adequate Fire & Extend. Cover insurance upon acceptance.

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 $5200. with interest at 5 per cent. Said allowable mortgage is now in existance and buyer may make payment on it and pay balance of payment to seller.

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. All fencing - fence posts - road grader and miscellaneous farm equipment including brooder house are to be left with the farm.

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 an action or actions at law or 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 Carl Dare Realtor, 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 March - 27th, 1953, it shall become null and void and the initial payment shall be repaid to the Buyer without liability

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on the part of said agent to either party.

The foregoing offer is accepted this 27th day of March, 1953.

	Walter W. Eyerly		R. M. White	
	Seller and Owner		Buyer	
-	Wife or Husband		-	Wife or Husband
-	Address	2934 Cottage Grove	Des Moines	Address
-	Phone		7-8370	Phone

COMPARED