



Document 2018 4142

Book 2018 Page 4142 Type 06 009 Pages 9

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INDX
ANNO
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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

Prepared by: Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273 515/462-3731

Return to: Jerrold B. Oliver, PO BOX 230, Winterset, IA 50273 515/462-3731

AFFIDAVIT

STATE OF IOWA :
 : ss
MADISON COUNTY :

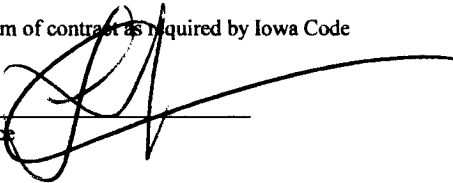
I, Les Pierce, state that this Affidavit concerns the chain of title to the following described real estate:

Lots One (1), Four (4) and Five (5) of Burdess Subdivision to the City of Patterson, Madison County, Iowa.

I further state that this Affidavit concerns the Offer to Sell Real Estate and Acceptance, a copy of which is attached hereto.

The names and addresses of all parties named in the contract and description of the real estate being sold, interest in the real property subject to the contract, are shown in the Offer to Sell Real Estate and Acceptance attached hereto. The length of the contract is also shown in said Offer to Sell Real Estate and Acceptance with the full balance to be paid October 15, 2017. The seller is entitled to the remedy of forfeiture, on the balance due that was due and payable on October 15, 2017.

This Affidavit shall constitute the memorandum of contract as required by Iowa Code Section 558.46 (4).

Les Pierce 

Subscribed and sworn to before me by the said Les Pierce on this 14 day of
December, 2018.

Angela K. Gingery
Notary Public in and for the State of Iowa



**OFFER TO SELL REAL ESTATE AND ACCEPTANCE
(NONRESIDENTIAL)**

TO: Campbell Construction and Mobile Homes, LLC ("BUYERS")

The undersigned, Rale Properties 1, LLC ("SELLERS") hereby offer to sell and the undersigned BUYERS by their acceptance agree to buy the real property situated in Patterson, Iowa, locally known as 250 Fourth Street North, Patterson, Iowa, and legally described as:

Lots One (1), Four (4) and Five (5) of Burdess Subdivision to the City of Patterson, Madison County, Iowa

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for Mobile Home Park

1. PURCHASE PRICE. The Purchase Price shall be \$110,000 and the method of payment shall be as follows: \$5,000 with this offer, to be deposited upon acceptance of this offer and held in trust by Kreamer Law Firm, P.C. as earnest money, to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price shall be paid at Closing by cashier's check or wire transfer.

2. REAL ESTATE TAXES. Sellers shall pay all property taxes up to October 1, 2017 and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any unpaid real estate taxes shall be paid by seller via credit to the Purchase Price at Closing.

Unless otherwise provided in this Agreement, at closing SELLERS shall pay BUYERS, or BUYERS shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. SPECIAL ASSESSMENTS.

A. ~~SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance _____.~~

B. IF "A" is stricken, then SELLERS shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

C. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

E. BUYERS shall pay all other special assessments or installments not payable by SELLERS.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. ~~If BUYERS timely perform all obligations, possession of the Property shall be delivered to Buyers on October 1, 2017, and any adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYERS and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 96 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the delivery of the title transfer documents to BUYERS and receipt of all funds then due at closing from BUYERS under the Agreement.~~

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. NONE of the trailers on the property are included in the sale

7. CONDITION OF PROPERTY. The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted. SELLERS make no warranties, expressed or implied, as to the condition of the property.

Within 7 days after the acceptance of this Agreement, BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within this same period, the BUYERS may notify in writing the SELLERS of any deficiency. The SELLERS shall immediately notify the BUYERS in writing of what steps, if any, the SELLERS will take to correct any deficiencies before closing. The BUYERS shall then immediately in writing notify the SELLERS that (1) such steps are acceptable, in which case this Agreement, as so modified,

shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYERS.

8. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, August 18, 2017, and deliver it to BUYERS' attorney for examination. It shall show marketable title in SELLERS in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

9. SURVEY. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS.

A. SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here: ***environmental a***

B. BUYERS may at their expense, within 10 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$5,000 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYERS all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by

BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

12. INTENTIONALLY DELETED

13. INTENTIONALLY DELETED

14. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. INTENTIONALLY DELETED

17. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

19. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This

Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

20. **NO REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

21. **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.

22. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** 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.

23. **ADDITIONAL PROVISIONS.** Any pre-paid rental shall be prorated between the Parties based on a 365 day year.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to SELLERS on or before August 18, 2017, this Agreement shall be null and void and any payments made shall be returned immediately to BUYERS. If accepted by BUYERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

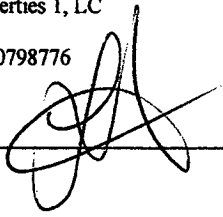
SIGNATURES FOLLOW

SELLERS

Rale Properties 1, LC

EIN# 26-0798776

By: _____



Les Pierce, Manager
616 1st Street, Murray, Iowa 50174

Telephone: (641) 414-2360

DATE SIGNED: 8-23-17

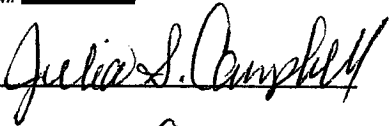
BUYERS

Campbell Construction and Mobile

Homes, LLC

EIN# [REDACTED]

By: _____



Julia Sue Campbell
~~Julie Susan Campbell, Manager~~
2580 Valley View Avenue, St. Charles,
Iowa 50240

Telephone: 515-491-5071

DATE SIGNED: 9-5-2017

ADDEMDDEM TO OFFER TO PURCHASE

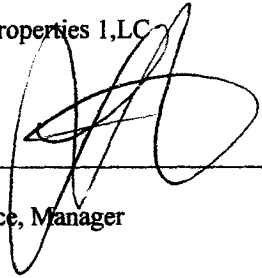
09-08-17

Closing date has been changed to October 15, 2017.

Rale properties has received \$3000.00 cash and a check for \$2000 as earnest money.

All other provisions of the original signed offer to purchase shall remain intact.

RALE Properties I,LC

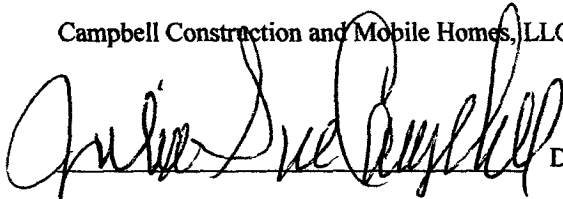


Date

9-8-17

Les Pierce, Manager

Campbell Construction and Mobile Homes, LLC



Date

9-8-2017

Julia Sue Campbell, Manager