

THIS SPACE PROVIDED FOR RECORDER'S USE

Entered for taxation 29th day
of March A.D. 2016
Carla K. Barker Auditor
By R.H. Holbrook Deputy



Book 2016 Page 735

Document 2016 735 Type 04 002 Pages 6
Date 3/25/2016 Time 3:50:14PM
Rec Amt \$32.00 Aud Amt \$5.00

DOV# 84

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: Curt Bacon 31173 283rd Ave Hopkinton IA 52237
WHEN RECORDED RETURN TO: 319-480-1956
④ Brian LeClere
3106 230th Ave
Hopkinton IA 52237 319-480-4195

CONTRACT FOR DEED

This Contract ("Contract") is effective as of December 18, 2015 by and between

Ronald W. LeClere and Deborah A. LeClere, a married couple,
hereinafter referred to as "SELLER," whether one or more, and

- Brian D. Leclere, 3106 230th Avenue, Hopkinton, Delaware County, Iowa, 52237,
hereinafter referred to as "BUYER," whether one or more, on the terms and conditions and for the
purposes hereinafter set forth.

PROPERTY. The property sold under this contract is located at 3106 230th Ave, Hopkinton,
Iowa 52237 in Delaware County and is legally described as

Lot Four (4) of Lot A in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4),
and that part of lot one (1) of lot A in the Northwest Quarter (NW1/4) of the Northwest (NW1/4)
that lies West of the East line of Lot Two (2) of Lot A extended on the same course Northerly to
the North Line of said Northwest Quarter (NW1/4) of the Northwest Quarter (NW 1/4) and
North of the North Line of Lot Three (3) of Lot A extended on the same course Northeasterly to
the above described extension of said East line of Lot two (2) of Lot A, all in Section Twenty
(20), Township Eighty Seven (87) North, Range Four (4), West of the Fifth P.M., according to
plat record Book 2 Plats, page 52.

hereinafter referred to as "the Property."

PURCHASE PRICE. The agreed upon sales price for the Property is \$50,000.00 with interest from December 18, 2015, on the unpaid principal at the rate of 5% per annum.

TERMS OF PAYMENT. Payments under this contract should be submitted to Ronald W. Leclere at 3071 220th Ave, Hopkinton, Iowa 52237.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 5% annually until paid.

The unpaid principal and accrued interest shall be payable in weekly installments beginning on December 18, 2015, and continuing until December 18, 2025 (the "Due Date"), at which time the remaining unpaid principal shall be due in full.

All payments on this Contract shall be applied first in payment of accrued interest, if applicable, and any remainder in payment of principal.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest, if applicable, shall become due immediately at the option of the Seller.

NON-SUFFICIENT FUNDS. The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

DISCOUNT. If the principal and any accrued interest, if applicable, are paid in full on or before _____, the Buyer shall be entitled to a discount equal to 0% of the unpaid principal immediately prior to such payment.

PREPAYMENT. The Buyer reserves the right to prepay this Contract (in whole or in part) prior to the Due Date with no prepayment penalty.

ENCUMBRANCES. The Seller guarantees the Property is not currently encumbered and further agrees to take no action causing the Property to become encumbered so long as this Contract is in effect.

MAINTENANCE AND IMPROVEMENTS. Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may not be removed, but will remain on the Property until the contract is fully performed. In the event of default by the Buyer under this Contract, any and all permanent fixtures and improvements made on the Property will remain with the Property.

POSSESSION. Seller will continue to maintain possession and use of the Property until the final payment is made under this Contract.

CONDITION OF PREMISES. The Buyer recognizes the Property is being sold as is and the

Seller is under no obligation to make any improvements or repairs during the time of this Contract.

INSURANCE. Buyer agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Buyer shall immediately notify the Seller of any lapse in coverage.

TAXES AND ASSESSMENTS. Buyer agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

Buyer shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property.

REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 0 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 0 days.

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Warranty Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Buyer shall be responsible for cost of recording the deed.

ABSTRACT/TITLE POLICY. The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

NOTICES. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ASSIGNMENT. Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEY FEES. If any payment obligation under this Contract is not paid when due, the Buyer promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

ENTIRE CONTRACT/AMENDMENT. This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract for Deed. This Contract for

Deed may be modified or amended in writing, so long as all parties obligated under this Contract sign the agreement.

SEVERABILITY. If any portion of this Contract for Deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions.

GOVERNING LAW. This Contract for Deed shall be construed in accordance with the laws of the State of Iowa.

WAIVER. The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

OTHER PROVISIONS. Seller maintains all rights for the trees on property until their Death or contract paid in full. Upon Either sellers death payments will continue to surviving seller, upon both sellers Death 1/2 of The Balance Due and all the interest will be written off and the last 1/2 due (balance due at time of death less interest divided by 2 equals balance due to the estate) will be Paid to the Estate within 365 days from date of reading of sellers will.

TAX EXEMPTION. Buyer will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

RECORDING. This Contract will be recorded by the Buyer immediately upon execution by all parties. The Buyer shall be responsible for the recording fees associated with recording the Contract.

Deed Drafted By:
Curtis Earl Bacon
123 Jackson ST NE
Hopkinton, Iowa, 52237
319-480-1956

SELLER:

DATED: February 23, 2016

Ronald LeClere

Ronald W. LEClere
Ronald W. & Deborah A. Leclere
3106 230th Avenue
Hopkinton, Iowa, 52237

DATED: February 23, 2016

Deborah LeClere

Deborah A. LEClere

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 23rd day of FEBRUARY, 2016, before me personally appeared Ronald W. LEClere and Deborah A. LEClere, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.



Kevin R. Funke
Notary Public

Title (and Rank)

My commission expires 2/15/17

BUYER:

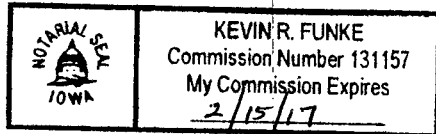
DATED: February 23, 2016

Brian D. Leclere

Brian D. Leclere
3106 210th Avenue
Hopkinton, Iowa, 52237

STATE OF IOWA, ss:COUNTY OF DELAWARE, ss:

On this 23rd day of February, 2016, before me personally appeared Brian D. Leclere, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.



Kevin R. Funke
Notary Public

Title (and Rank)

My commission expires 2/15/17