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Combined Fee: \$45.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 3033

REAL ESTATE CONTRACT-INSTALLMENTS
Recorder's Cover Sheet

Preparer Information: Brian C. Eddy, 2349 Jamestown Ave., Suite 4, Independence, IA 50644, Phone: (319) 334-3704

Taxpayer Information: Nathan Yoder and Rebecca Yoder, 2852 220th Ave., Delhi, IA 52223

Return Document To: Brian C. Eddy, 2349 Jamestown Ave., Suite 4, Independence, IA 50644, Phone: (319) 334-3704

Grantors: John P. Hershberger and Kathryn Hershberger

Grantees: Nathan Yoder and Rebecca Yoder

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

REAL ESTATE CONTRACT - INSTALLMENTS

IT IS AGREED this 4 day of December, 2024, by and between John P. Hershberger and Kathryn Hershberger, husband and wife, 2808 207th Avenue, Hopkinton, IA 52237 ("Sellers"); and Nathan Yoder and Rebecca Yoder, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, 2852 220th Ave., Delhi, IA 52223 ("Buyers");

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the promises, hereby agree with the Sellers to purchase the property located in Delaware County, Iowa, locally known as 2808 207th Avenue, Hopkinton, IA 52237 and legally described as:

The Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section One (1), Township Eighty Seven (87) North, Range Four (4), West of the Fifth P.M., except road, and also except that part described as commencing at the Southwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1), thence North one thousand five hundred eighty three and sixty eight hundredths (1583.68) feet along the West line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1) to the point of beginning, thence North four hundred two and sixty-six hundredths (402.66) feet along the West line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section One (1), thence North 86° 47' 20" East five hundred fifteen and thirty eight hundredths (515.38) feet, thence South 5° 44' 20" East four hundred thirteen and two-tenths (413.2) feet, thence South 87° 53' 50" West five hundred fifty six and twenty seven hundredths (556.27) feet to the point of beginning, and also except any part included in Parcel 2014-04 part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ & part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 1, T87N, R4W of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2014, Page 482, and Amended Plat recorded in Book 2014, Page 1850,

with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property described in Section 19 all upon the terms and conditions following:

1. **TOTAL PURCHASE PRICE.** The Buyers agree to pay for said property the total of \$600,000.00 due and payable as follows:
 - (a) **EARNEST MONEY** of \$10,000.00 has already been paid directly to Sellers; and
 - (b) **DOWN PAYMENT** of \$110,000.00 upon execution and delivery of this contract, **RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED**; and
 - (c) **BALANCE OF PURCHASE PRICE.** \$480,000.00 as follows: The remaining balance due shall accrue interest at the rate of 7% per year. The monthly payments,

with the balance due amortized over 20 years, shall be **\$3,721.43** per month. The first monthly payment in the amount of **\$3,721.43** is due on **January 1, 2025**, and monthly payments of **\$3,721.43** shall be due on the 1st of each month thereafter with a balloon payment due on **March 15, 2026**. There shall be no penalty for prepayment of the amount owed.

2. **POSSESSION.** BUYERS, concurrently with due performance on their part, shall be entitled to possession of said Property on **March 15, 2026 (or sooner if written approval is given by SELLERS)** and thereafter so long as they shall perform the obligations of this contract.
3. **REAL ESTATE TAXES.** SELLERS shall pay the property taxes up through BUYERS' date of possession and any unpaid real estate taxes payable in prior years. BUYERS shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.
4. **SPECIAL ASSESSMENTS.** SELLERS shall pay the special assessments against this property including all sewage disposal assessments for overage charge heretofore assessed by any municipality having jurisdiction as of date of possession. BUYERS, except as above stated, shall pay all subsequent special assessments and charges, before they become delinquent.
5. **MORTGAGE.** Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by SELLERS so as not to prejudice the BUYERS' equity herein. Should SELLERS fails to pay, BUYERS may pay any such sums in default and shall receive credit on this contract for such sums so paid. **MORTGAGE BY SELLERS.** SELLERS, her successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage for any amount not exceeding 90% of the then unpaid balance of the purchase price herein provided. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this contract. BUYERS hereby expressly consent to such a mortgage and agree to execute and deliver all necessary papers to aid SELLERS in securing such a mortgage which shall be prior and paramount to any of BUYERS' then rights in said property. **ALLOCATED PAYMENTS.** BUYERS, in the event of acquiring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said premises, reserve the right, if reasonably necessary for their protection to divide or allocate the payments to the interested parties as their interests may appear. **SELLERS AS TRUSTEES.** SELLERS agrees\ that they will collect no money hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the encumbrance on the interest of SELLERS or their assigns in said real estate; and if SELLERS shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent and trustee of the BUYERS for the use and benefit of the BUYERS.

6. **INSURANCE.** SELLERS shall keep Amish Aid in place until possession is given to BUYERS, at which time BUYERS shall put Amish Aid coverage in place. In the event of any casualty loss, the proceeds from Amish Aid may be used under the supervision of the SELLERS to replace or repair the loss. If the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.
7. **CARE OF PROPERTY.** SELLERS shall take good care of this Property; shall keep the buildings and other improvements now or hereafter placed on the said Property in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. SELLERS shall not make any material alteration in said premises without the written consent of the BUYERS. SELLERS shall not use or permit said premises to be used for any illegal purpose.
8. **LIENS.** No mechanics' lien shall be imposed upon or foreclosed against the Property.
9. **ADVANCEMENT BY SELLERS.** If BUYERS fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, SELLERS may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of SELLERS, be added to the principal amount due hereunder and so secured. (For BUYERS' rights to make advancements, see paragraph 5 above.)
10. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract. Failure to promptly assert rights of SELLERS herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.
11. **EXCEPTIONS TO WARRANTIES OF TITLE.** The warranties of title in any Deed made pursuant to this contract (See paragraph 14) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) As limited by paragraphs 1, 2, 3 and 4 of this contract; and (e) SELLERS shall give Special Warranty as to the period after equitable title passes to BUYERS.
12. **DEED AND ABSTRACT, BILL OF SALE.** If all said sums of money and interest are paid to SELLERS during the life of this contract, and all other agreements for performance by BUYERS have been complied with, SELLERS will execute and deliver to BUYERS a Warranty Deed conveying said Property in fee simple pursuant to and in conformity with this contract.
13. **APPROVAL OF ABSTRACT.** BUYERS have examined the abstract and approved.
14. **FORFEITURE.** If BUYERS (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fails to pay the taxes or special assessments or charges, or any part thereof, levied upon said Property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fails to keep the Property

insured; or (d) fails to keep it in reasonable repair as herein required; or (e) fails to perform any of the agreements as herein made or required; then SELLERS, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture BUYERS shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by SELLERS as compensation for the use of said Property and as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the BUYERS, or any other person or persons shall be in possession of said Property or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

15. **FORECLOSURE AND REDEMPTION.** If BUYERS fail to timely perform this contract, SELLERS, at her option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the Property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to BUYERS only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the Property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the SELLERS, in such action file an election to waive any deficiency judgment against BUYERS which may arise out of the foreclosure proceedings: all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the BUYERS, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) SELLERS in such action file an election to waive any deficiency judgment against BUYERS or their successor in interest in such action. If the redemption period is so reduced, BUYERS or their successor in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry

by or on behalf of BUYERS shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

16. **ATTORNEY'S FEES.** In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of SELLERS, or in any other case permitted by law in which attorney's fees may be collected from BUYERS, or imposed upon them, or upon the Property, BUYERS agrees to pay reasonable attorney's fees incurred by SELLERS.
17. **INTEREST ON DELINQUENT AMOUNTS.** Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.
18. **ASSIGNMENT.** In case of the assignment of this contract by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract.
19. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such personal property shall be considered indivisible with the real estate above described; and any such termination of BUYERS' rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereto against all such personal property.
20. **CONSTRUCTION.** Words and phrases herein, including acknowledgments hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
21. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLERS represent and warrant to BUYERS that the Property is served by a private sewage disposal system. Both parties agree that this private sewage disposal system is exempt from an inspection since the private sewage disposal system was installed within the past two years.
22. **SPECIAL PROVISIONS.**
 - A. SELLERS shall pay for updating the abstract pre-closing, the preparation of the Warranty Deed in Fulfillment (\$150), the preparation of the Residential Purchase Agreement (\$200) and one-half of the closing fee for Roberts & Eddy, P.C. to act as the settlement agent for the Contract closing (\$375). Sellers will also be responsible for the revenue stamps at the time this Contract is paid in full.

- B. BUYERS shall pay for the Title Opinion(s), preparation of the Real Estate Contract (\$250) recording of the Real Estate Contract (\$50), one-half of the closing fee for Roberts & Eddy, P.C. to act as the settlement agent for the Contract closing (\$735), and the cost of updating the Abstract post-closing (if applicable). BUYERS shall pay all additional fees associated with recording the Deed in Fulfilment when this Contract is paid in full.
- C. Exclusive possession of the Property will be SELLERS, rent free, until the earlier of March 15, 2026 or until SELLERS provide BUYERS notification that they are giving BUYERS Possession. The SELLERS' possession remains in effect even if the BUYERS have paid this Contract in full prior to March 15, 2026.
- D. All farm rents will remain payable to SELLERS during SELLERS' Possession. Once SELLERS' have vacated the property, BUYERS will receive all future farm rents. **There will be no proration of rents at the time that SELLERS vacate the Property.**

Dated: December 4, 2024

SELLERS

John P. Hershberger
John P. Hershberger

Kathryn Hershberger
Kathryn Hershberger

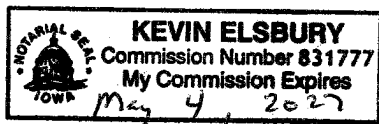
BUYERS

Nathan Yoder
Nathan Yoder

Rebecca Yoder
Rebecca Yoder

STATE OF IOWA, COUNTY OF BUCHANAN:

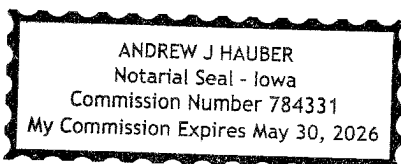
This instrument was acknowledged before me on December 4, 2024, by John P. Hershberger and Kathryn Hershberger, husband and wife.



Kevin Elsbury
Notary Public

STATE OF IOWA, COUNTY OF BUCHANAN:

This instrument was acknowledged before me on December 5, 2024, by Nathan Yoder and Rebecca Yoder, husband and wife.



Andrew J. Hauber
Notary Public