

**Prepared by:** Matthew J. Hemphill, 218 S. 9th St., P.O. Box 8, Adel, IA 50003, Ph: 515-993-1000  
**Send Tax Statement to:** Christopher and Catlin Johnson, 24642 270<sup>th</sup> Street, Adel, IA 50003  
**Return to:** Matthew J. Hemphill, 218 S. 9th St., Adel, IA 50003, Ph: 515 993-1000

### **REAL ESTATE CONTRACT (SHORT FORM)**

**IT IS AGREED** between Christopher Johnson and Catlin Johnson ("Sellers"), and SAW Farms, LLC ("**Buyer**") that Sellers agrees to sell and Buyer agrees to buy real estate in Madison County, Iowa, described as:

The East one-half of the SW  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , all in Section 28, Township 74 North, Range 26 West of the 5th p.m., Madison County, Iowa.

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways (the "Real Estate"), upon the following terms:

**1. PRICE.** The total purchase price for the Real Estate is Three Hundred Ninety-Four Thousand and 00/100 Dollars (\$394,000.00). Buyer shall pay the purchase price to Sellers as follows:

\$10,000.00 down payment at the time of signing this agreement with the balance owed, plus interest as detailed herein, on or before June 1, 2021. There shall be only one annual payment for the balance due on or before June 1, 2022.

**2. INTEREST.** Interest shall accrue at the rate of 1.5 percent per annum from May 1, 2021.

**3. REAL ESTATE TAXES.** Sellers shall pay all real estate taxes on the property due and owing until June 1, 2022. Thereafter, Buyer shall pay all real estate taxes on the property after paying the balance due to Sellers under this contract.

**4. SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract. All other special assessments shall be paid by Buyer.

**5. POSSESSION.** Parties acknowledge Buyer is in possession of the Real Estate at the time of executing this agreement.

**6. INSURANCE.** Buyer shall maintain property and casualty insurance on the Real Estate in the minimum amount of \$1,000,000.00 per incident for liability coverage. Buyer shall provide Sellers with evidence of said insurance upon demand by Sellers and shall have Sellers and any mortgagee for the Real Estate listed as an additional insured.

**7. ABSTRACT AND TITLE.** Sellers, at their expense, shall obtain an abstract of title to the Real Estate continued within 30 days of final payoff and deliver it to Buyer for examination. It shall show merchantable title in Sellers in conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyer when the purchase price is paid in full. However, Buyer reserves the right to occasionally use the abstract prior to full payment of the purchase price. 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 her assignees.

**8. FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as the grain bins, out-buildings, sheds, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale.

**9. CARE OF PROPERTY.** Buyer shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyer may install, repair, and replace drainage tiling and fencing on the Real Estate in his sole and complete discretion and without first needing the consent of Sellers.

**10. DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyer or his assignee, by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

**11. REMEDIES OF THE PARTIES.** A. If Buyer (a) fails 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 it may have, at its option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture, Buyer shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyer, or any other person or persons shall be in possession of said real estate 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 lease, and may accordingly be ousted and removed as such as provided by law.

B. If Buyer fails to timely perform this contract, Sellers, at their 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 Buyer 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.

C. If Sellers fail to timely perform its obligations under this contract, Buyer shall have the right to terminate this contract and have all payments made returned to him.

D. Buyer and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

E. In any action or proceeding relating to this contract, the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

**12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full rights of survivorship and not as tenants in common; and Buyer, in the event of the death of either Seller, agrees to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Sellers consistent with paragraph 10.

**13. JOINDER BY SELLERS' SPOUSE.** If Sellers are married, Sellers' spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

**14. TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

**15. CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

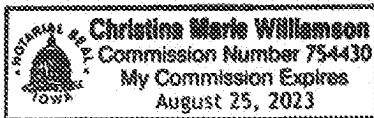
**16. RELEASE OF RIGHTS.** Buyer hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waive all rights of exemption as to any of the property.

**17. ABILITY TO MORTGAGE.** Buyer agrees and understands that Sellers have the ability to convey a mortgage on the property to any third-party lender while this contract is in effect. Any mortgage shall have a balance not greater than the amount owed from Buyer to Sellers under this agreement any time while this agreement is in effect.

**18. CERTIFICATION.** Buyer 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

STATE OF IOWA, Dallas COUNTY, ss:

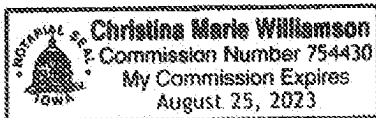
This instrument was acknowledged before me by Christopher Johnson, on the 21<sup>st</sup> of May, 2021.



Christina Williamson  
Christina Williamson Notary Public

STATE OF IOWA, Dallas COUNTY, ss:

This instrument was acknowledged before me by Catlin Johnson, on the 21<sup>st</sup> of May, 2021.



Christina Williamson  
Christina Williamson Notary Public

from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to its breach of the foregoing certification.

**19. ESCROW AGREEMENT.** Buyer and Sellers mutually agree the abstract and Warranty Deed for the Real Estate shall be held by the Bergkamp, Hemphill & McClure, P.C., law firm, in Adel, Iowa, in safekeeping from the time of execution of this Agreement. The parties further mutually agree the Warranty Deed for the Real Estate shall only be released from said law firm for recording with the office of the Madison County Recorder upon proof, by or from Buyer, and acknowledged by Sellers, full and final payment from Buyer to Sellers under this Agreement. Neither the Warranty Deed nor the abstract shall be released to any party under any other condition unless mutually agreed upon by both Buyer and Sellers in writing.

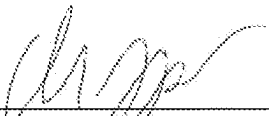
**20. TRANSFER OF INTEREST.** In the event of death of either Buyer or Sellers during the term of this Agreement, all right, title, and interest of the deceased party shall be transferred to his or her estate, heirs, or successors and the terms of this Agreement shall remain in full force and effect.

Dated: 5/21/21

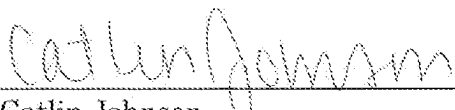
**SELLERS**

**BUYER**

**SAW FARMS, LLC**

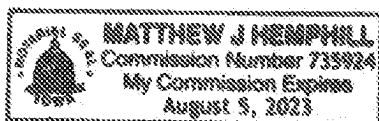
By:   
Christopher Johnson,

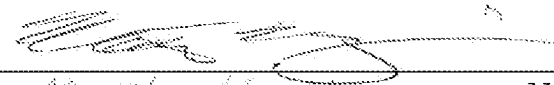
By:   
Tyler R. Pullin, Manager and President

BY:   
Catlin Johnson,

STATE OF IOWA, Delaware COUNTY, ss:

This instrument was acknowledged before me by Tyler R. Pullin, on behalf of Saw Farms, LLC, as Manager and President on the 20th of May, 2021.



  
Matthew J. Hemphill Notary Public