$1,380,000

BK: 2025 PG: 2948
Recorded: 11/3/2025 at 11:01:43.0 AM
Pages 15
County Recording Fee: $82.00
Iowa E-Filing Fee: $3.00
Combined Fee: $85.00
Revenue Tax: $0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

REAL ESTATE CONTRACT
(SHORT FORM)
Recorder's Cover Sheet

Preparer Information: Mark L. Smith, 101 1/2 W. Jefferson, Winterset, IA 50273, Tel: 515-462-3731

Taxpayer Information: Daniel Rundahl and Tara Rundahl, 306 Hubbell Street, Sheldahl, IA 50243

Return Document To: Mark L. Smith, 101 1/2 W. Jefferson, Winterset, Iowa 50273

Grantors: Scott D. Kleckner and Jeananne C. Kleckner

Grantees: Daniel Rundahl and Tara Rundahl

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

REAL ESTATE CONTRACT
(SHORT FORM)

IT IS AGREED between Scott D. Kleckner and Jeananne C. Kleckner ("Sellers"); and Daniel Rundahl and Tara Rundahl ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Madison County, Iowa, described as: See attached legal description.

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; and
d. (consider: liens; mineral rights; other easements; interest of others.) __________
(the "Real Estate"), upon the following terms:

1. ~~There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.~~
2. **PRICE.** The total purchase price for the Real Estate is One Million Three Hundred Eighty Thousand and 0/100 Dollars ($1,380,000.00) of which Twenty Thousand and 0/100 Dollars ($20,000.00) has been paid. Buyers shall pay the balance to Sellers, as follows: $480,000.00 at closing. Remainder payable over 5 years (amortization over 30 years) with interest at 4% but escalating at .75% per year until paid in full. See attached Amortization Schedule including Balloon Payment on November 30, 2030. Payments are applied first to interest owing, then to principal. There is no prepayment penalty, but any extra payments will alter the Amortization Schedule.
3. **INTEREST.** Buyers shall pay interest from closing on the unpaid balance, at the rate of various (see amortization schedule) percent per annum, payable monthly. Buyers shall also pay interest at the rate of ten percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.
4. **REAL ESTATE TAXES.** Sellers shall pay the real esate taxes payable in the fiscal year beginning July 1, 2025, 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.
5. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of closing. All other special assessments shall be paid by Buyers.
6. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on October 31, 2025, provided Buyers are not in default under this contract. Closing shall be on or before October 31, 2025.
7. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or

repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance and list the Sellers on the insurance as loss payee.

8. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of August 26, 2025, and deliver it to Buyers 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 Buyers when the purchase price is paid in full, however, Buyers reserve 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 their assignees.
9. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, 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 except: (consider: rental items.) See attached purchase agreement included property, other included items and excluded property.
10. **CARE OF PROPERTY.** Buyers 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. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.
11. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, 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.
12. **REMEDIES OF THE PARTIES.**
    a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail 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) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail 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/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 Buyers, 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 Buyers fail 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 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 successors 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. 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/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, 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 a lease, and may accordingly be ousted and removed as such as provided by law.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.
d. Buyers 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.

13. **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 right 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 right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.
14. **JOINDER BY SELLER'S SPOUSE.** Seller's 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.
15. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.
16. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.
17. **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.
18. **RELEASE OF RIGHTS.** Each of the Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.
19. **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.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: 10-31-25

Daniel Rundahl

Daniel Rundahl, Buyer

Tara Rundahl, Buyer

20. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.

21. **ADDITIONAL PROVISIONS.**
    A. The mortgage payoff on the property cannot exceed payoff on this contract.
    B. Seller shall be listed as a loss payee on the insurance policy, with rights to speak to the insurance company.

Dated: 10-31-25.

Scott D Kleckner

Scott D. Kleckner, Seller

Jeananne C Kleckner

Jeananne C. Kleckner, Seller

Daniel Rundahl

Daniel Rundahl, Buyer

Tara Rundahl, Buyer

INDIVIDUAL NOTARY

STATE OF IOWA, COUNTY OF polk

This record was acknowledged before me on 10-31-25, by Scott D, Kleckner and Jeananne C. Kleckner.

Signature of Notary Public

STATE OF IOWA, COUNTY OF polk

This record was acknowledged before me on 10-31-25, by Daniel Rundahl and Tara Rundahl.

Signature of Notary Public

NOTARIAL SEAL IOWA
DANIELLE GUISINGER
Commission Number 767564
My Commission Expires
June 22, 2026

Addendum for
Inspection of Private Sewage Disposal System

Buyer and Seller agree on the following initialed alternative to comply with the time of transfer inspection of private sewage disposal systems:

X There is a private sewage disposal system on this Property which serves the Property. Seller has obtained or shall obtain at Seller's expense within 30 days a certified inspector's report which documents the condition of the private sewage disposal system, that it is of sufficient capacity to serve the Property, that the continued use of the system is permitted, and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. Seller shall attach the inspection report to the Groundwater Hazard Statement to be filed at closing.

If Seller receives an unsatisfactory report, the basis of which cannot be resolved between Buyer and Seller within 20 days of delivery of a copy to Buyer, then upon written notice from Buyer to Seller, this agreement shall be null and void and all earnest money paid hereunder shall be returned immediately to Buyer.

INCLUDED PROPERTY: All property integrally belonging to, specifically adapted to, or part of the real estate (except rental items disclosed in writing), whether attached or detached including but not limited to: Attached

- Attached satellites and/or antennas for TV or radio
- Attached brackets for television or audio
- Built in sound systems
- Installed security systems or alarm devices
- Thermostats
- Doorbells
- Attic and ceiling fans and remotes if any
- Bathroom mirrors and other attached mirrors
- Attached shelving
- Window treatments
- Attached or fitted floor coverings
- Built in appliances
- Light fixtures and bulbs
- Central vacuum systems and accessories
- Fireplace screens, grates, equipment, and remotes
- Water softeners and purifiers
- Sump pumps
- Fences including inground and receiving collars
- Garage door opener and controls
- Outdoor buildings or sheds
- Outdoor in-ground plants
- Landscaping and lighting
- In-ground lawn sprinkler systems and components
- Keys to the property including mailboxes

OTHER INCLUDED ITEMS: Cooktop, Dishwasher, Dryer, Microwave, Refrigerator, Stove, Wall Oven, Washer, Mini Fridge, All home furnishings

EXCLUDED PROPERTY: Poker Table & Chairs, Pictures in poker room, Lawn Mower, Trailer

Personal or rented property not included in the sale must be removed at the expense of the Seller prior to possession. ie: Water Softeners, Propane Tanks, etc.

Lot 12A of Replat of Lots Three (3), Four (4), Eleven (11), and Twelve (12) of Plat No. 1 of the Woodland Valley Estates Subdivision located in the South Half (½) of the Northeast Quarter (¼) of Section Twenty (20) and in the South Half (½) of the Northwest Quarter (¼) of Section Twenty-one (21), ALL in Township Seventy-seven (77) North, Range Twenty-Six (26) West of the 5th P.M., Madison County, Iowa, together with an undivided 1/31st interest in all common areas as set forth in the Declaration of Association for Woodland Valley Estates Subdivision filed in Book 2004, Page 6107 of the Madison County Recorder's Office, as amended by First Amendment to Declaration of Association for Woodland Valley Estates Subdivision filed in Book 2006, Page 4296 of the Madison County Recorder's Office.

AMORTIZATION SCHEDULE

Summary

Principal Borrowed: $880,000.00

Regular Payment: $4,201.25

Interest-only Payment: $2,933.33

Interest Rate: 4.00%

YEAR 1

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	1,267.92	2,933.33	1,267.92	2,933.33	878,732.08
2	1,272.14	2,929.11	2,540.06	5,862.44	877,459.94
3	1,276.38	2,924.87	3,816.44	8,787.31	876,183.56
4	1,280.64	2,920.61	5,097.08	11,707.92	874,902.92
5	1,284.91	2,916.34	6,381.99	14,624.26	873,618.01
6	1,289.19	2,912.06	7,671.18	17,536.32	872,328.82
7	1,293.49	2,907.76	8,964.67	20,444.08	871,035.33
8	1,297.80	2,903.45	10,262.47	23,347.53	869,737.53
9	1,302.12	2,899.13	11,564.59	26,246.66	868,435.41
10	1,306.47	2,894.78	12,871.06	29,141.44	867,128.94
11	1,310.82	2,890.43	14,181.88	32,031.87	865,818.12
12	1,315.19	2,886.06	15,497.07	34,917.93	864,502.93

AMORTIZATION SCHEDULE

Summary

Principal Borrowed: $864,502.93

Regular Payment: $4,509.66

Interest-only Payment: $3,421.99

Interest Rate: 4.75%

YEAR 2

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	1,087.67	3,421.99	1,087.67	3,421.99	863,415.26
2	1,091.97	3,417.69	2,179.64	6,839.68	862,323.29
3	1,096.30	3,413.36	3,275.94	10,253.04	861,226.99
4	1,100.64	3,409.02	4,376.58	13,662.06	860,126.35
5	1,104.99	3,404.67	5,481.57	17,066.73	859,021.36
6	1,109.37	3,400.29	6,590.94	20,467.02	857,911.99
7	1,113.76	3,395.90	7,704.70	23,862.92	856,798.23
8	1,118.17	3,391.49	8,822.87	27,254.41	855,680.06
9	1,122.59	3,387.07	9,945.46	30,641.48	854,557.47
10	1,127.04	3,382.62	11,072.50	34,024.10	853,430.43
11	1,131.50	3,378.16	12,204.00	37,402.26	852,298.93
12	1,135.98	3,373.68	13,339.98	40,775.94	851,162.95

AMORTIZATION SCHEDULE

Summary

Principal Borrowed: $851,162.95

Regular Payment: $4,832.81

Interest-only Payment: $3,901.16

Interest Rate: 5.50%

YEAR 3

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	931.65	3,901.16	931.65	3,901.16	850,231.30
2	935.92	3,896.89	1,867.57	7,798.05	849,295.38
3	940.21	3,892.60	2,807.78	11,690.65	848,355.17
4	944.52	3,888.29	3,752.30	15,578.94	847,410.65
5	948.84	3,883.97	4,701.14	19,462.91	846,461.81
6	953.19	3,879.62	5,654.33	23,342.53	845,508.62
7	957.56	3,875.25	6,611.89	27,217.78	844,551.06
8	961.95	3,870.86	7,573.84	31,088.64	843,589.11
9	966.36	3,866.45	8,540.20	34,955.09	842,622.75
10	970.79	3,862.02	9,510.99	38,817.11	841,651.96
11	975.24	3,857.57	10,486.23	42,674.68	840,676.72
12	979.71	3,853.10	11,465.94	46,527.78	839,697.01

AMORTIZATION SCHEDULE

Summary

Principal Borrowed: $839,697.01

Regular Payment: $5,170.16

Interest-only Payment: $4,373.42

Interest Rate: 6.25%

YEAR 4

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	796.74	4,373.42	796.74	4,373.42	838,900.27
2	800.89	4,369.27	1,597.63	8,742.69	838,099.38
3	805.06	4,365.10	2,402.69	13,107.79	837,294.32
4	809.25	4,360.91	3,211.94	17,468.70	836,485.07
5	813.47	4,356.69	4,025.41	21,825.39	835,671.60
6	817.70	4,352.46	4,843.11	26,177.85	834,853.90
7	821.96	4,348.20	5,665.07	30,526.05	834,031.94
8	826.24	4,343.92	6,491.31	34,869.97	833,205.70
9	830.55	4,339.61	7,321.86	39,209.58	832,375.15
10	834.87	4,335.29	8,156.73	43,544.87	831,540.28
11	839.22	4,330.94	8,995.95	47,875.81	830,701.06
12	843.59	4,326.57	9,839.54	52,202.38	829,857.47

AMORTIZATION SCHEDULE

Summary

Principal Borrowed: $829,857.47

Regular Payment: $5,521.26

Interest-only Payment: $4,840.84

Interest Rate: 7.00%

YEAR 5

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	680.22	4,840.84	680.22	4,840.84	829,177.25
2	684.19	4,836.87	1,364.41	9,677.71	828,493.06
3	688.18	4,832.88	2,052.59	14,510.59	827,804.88
4	692.20	4,828.86	2,744.79	19,339.45	827,112.68
5	696.24	4,824.82	3,441.03	24,164.27	826,416.44
6	700.30	4,820.76	4,141.33	28,985.03	825,716.14
7	704.38	4,816.68	4,845.71	33,801.71	825,011.76
8	708.49	4,812.57	5,554.20	38,614.28	824,303.27
9	712.62	4,808.44	6,266.82	43,422.72	823,590.65
10	716.78	4,804.28	6,983.60	48,227.00	822,873.87
11	720.96	4,800.10	7,704.56	53,027.10	822,152.91
12	725.17	4,795.89	8,429.73	57,822.99	821,427.74

Final Balloon Payment due November 30, 2030 is $826,949.00 ($821,427.74 + $5,521.26)