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LISA SMITH, COUNTY RECORDER

MADISON COUNTY IOWA

CHEK

REAL ESTATE CONTRACT - INSTALLMENT

Recorder's Cover Sheet

\$60,000

Preparer Information: (name, address and phone number)

Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067
(515) 462-4912

Taxpayer Information: (name and complete address)

Donald W. Waller and Connie Waller, 2973 105th Street, Van Meter, IA 50261-8543

Return Document To: (name and complete address)

Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067

Grantors:

Donald W. Waller

Connie Waller

Grantees:

Jesse Jaspers

Jessica Jaspers

Legal Description: See page -2-

Document or instrument number of previously recorded documents: Plat of Survey filed June 14, 2018 in the Madison County Recorder's Office in Book 2018 at Page 1874.

**REAL ESTATE CONTRACT
INSTALLMENT**

IT IS AGREED this 9th day of July, 2018, by and between Donald W. Waller and Connie Waller, Husband and Wife, of the County Madison, State of Iowa, Sellers; and Jesse Jaspers and Jessica Jaspers, Husband and Wife, of the County of Dallas, State of Iowa, Buyers:

That the Sellers, as in this Contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to purchase the following described real estate situated in the County of Madison, State of Iowa, to-wit:

Parcel J - An irregular shaped portion of the South One-half of the Northeast Fractional Quarter of Section 5, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, described as: Commencing at the Southwest Corner of the Northeast Fractional Quarter (NE. Frac. ¼) of said Section 5; thence N00°28'00"E (Iowa RTK North Zone Bearing Basis) along the West line of the NE. Frac. ¼ of said Section 5, a distance of 606.22 feet to the point of beginning; thence continuing N00°28'00"E along the West line of the NE. Frac. ¼ of said Section 5, a distance of 397.24 feet; thence N83°33'30"E along a line parallel with the North line of the S.½ of the NE. Frac. ¼ of said Section 5, a distance of 712.60 feet; thence S08°20'40"E, a distance of 275.38 feet; thence S90°00'00"W, a distance of 405.28 feet; thence S49°28'30"W, a distance of 212.54 feet; thence S25°28'30"W, a distance of 73.95 feet; thence S90°00'00"W, a distance of 152.37 feet to the point of beginning, (legal description based on Preliminary Survey),

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated all upon the terms and conditions following:

1. **TOTAL PURCHASE PRICE.** The Buyers agree to pay for said property the total of \$60,000.00 due and payable at Madison County, Iowa, as follows:

(a) **EARNEST MONEY** of \$0.00 due upon execution of this Real Estate Contract.

(b) **BALANCE OF PURCHASE PRICE** shall be paid as follows:

- i. 50% of the total purchase price due on or before February 1, 2019, but in no event shall such installment be paid prior to January 1, 2019; and,
- ii. All remaining balances due under this sales contract shall become due and payable in full on or before February 1, 2020, but in no event shall such all remaining amounts due and payable be paid before January 1, 2020.

- iii. Buyers shall pay Sellers interest upon the unpaid balances from May 1, 2018, at the rate of Four percent (4.00%) per annum payable annually as provided hereinbefore. The annual payments include principal and interest. All payments shall be first credited towards the interest accrued to the date of the payment and the balance towards the reduction in principal. Buyers shall also pay interest at the rate provided under paragraph nineteen (19) of this Contract on all delinquent amounts and any sums reasonably advanced by Sellers to protect their interest in this Contract, computed from the date of the delinquency or advance.

2. **POSSESSION.** Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on the 1st day of February 2019 and thereafter so long as they shall perform the obligation of this Contract. Buyers are not taking subject to the rights of lessees and are not entitled to rentals therefrom on and after date of possession.

3. **TAXES.** Sellers shall pay the property taxes accrued to the date of Buyers' possession and payable during the subsequent fiscal year, and any unpaid taxes thereon payable in prior fiscal years. Buyers shall pay any taxes not assumed by Sellers and all subsequent taxes before same become delinquent. **Any proration of taxes shall be based upon the taxes for the year currently payable.**

4. **SPECIAL ASSESSMENTS.** Sellers shall pay the special assessments against this property which are a lien thereon as of the date of the Buyers' 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 fail 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, their 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 100% 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. **DEED FOR BUYERS SUBJECT TO MORTGAGE.** If Buyers have reduced the balance of this Contract to the amount of any existing mortgage balance on said premises, they may at their option, assume and agree to pay said mortgage according to its terms, and subject to such mortgage shall receive a deed to said premises or Sellers, at their option, any time before Buyers have made such a mortgage commitment, may reduce or pay off such mortgage. **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 agree 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 constantly keep in force insurance, premiums therefore to be prepaid by Sellers, against loss by fire, tornado and other hazards, casualties and contingencies on all buildings and improvements, now on or hereafter placed on said premises, and any personal property which may be the subject of this Contract, in an amount not less than the full insurable value of such improvements and personal property or not less than the unpaid purchase price herein whichever amount is smaller with such insurance payable to Sellers and Buyers as their interests may appear. Sellers' interest shall be protected in accordance with a standard or union-type loss payable clause. In the event of any such casualty loss, the insurance proceeds 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. Buyers shall keep in force and pay the premiums for insurance against loss by fire, tornado and other hazards, casualties and contingencies on all personal property items brought on to and/or maintained on the property by them.

7. **CARE OF PROPERTY.** Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this Contract. Buyers shall not make any material alteration in said premises without the written consent of the Sellers. Buyers shall not use or permit said premises to be used for any illegal purpose.

8. **LIENS.** No mechanic's lien shall be imposed upon or foreclosed against the real estate described herein.

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. **JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE.** If and only if, the Sellers immediately preceding this sale, hold the title to the above described property in joint tenancy, and such joint tenancy has not later been destroyed by operation of law or by acts of the Sellers, this sale shall not constitute such destruction and the proceeds of this Contract, and any continuing and/or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this Contract to the surviving Seller (or Sellers) and to accept deed solely from him or them consistent with paragraph 14 below unless and except this paragraph is stricken from the agreement.

11. **SELLERS.** Spouse, if not titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower,

homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of this Contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this Contract.

12. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. 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.

13. **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; (e) Sellers shall give Special Warranty as to the period after equitable title passes to Buyers; and, (f) Spouse if not titleholder, need not join in any warranties of the deed unless otherwise stipulated.

14. **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 premises in fee simple pursuant to and in conformity with this Contract and Sellers will at this time deliver to Buyers an abstract showing merchantable title, in conformity with this Contract. Such abstract shall begin with the government patent (unless pursuant to the Iowa State Bar Association title standards there is a lesser requirement as to period of abstracting) to said premises and shall show title thereto in Sellers as of the date of this Contract; or as of such earlier date if and as designated in the next sentence. Sellers shall also pay the cost of any abstracting due to any act or change in the personal affairs of Sellers resulting in a change of title by operation of law or otherwise. If any personal property is a part of this agreement, then upon due performance by Buyers, Sellers shall execute and deliver a Bill of Sale consistent with the terms of this Contract. Sellers shall pay all taxes on any such personal property payable in 2018, and all taxes thereon payable prior thereto.

15. **APPROVAL OF ABSTRACT.** Buyers have not examined the abstract of title to this property and such abstract is not accepted.

16. **FORFEITURE.** 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 it in reasonable repair as herein required; or (d) 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 a lease, and may accordingly be ousted and removed as such as provided by law.

17. **FORECLOSURE AND REDEMPTION.** 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 at 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 end 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 owner(s) 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 successors in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner(s) 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.

18. **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 above described property, Buyers agree to pay reasonable attorneys' fees. If Buyers are forced to bring an action against the Sellers based in whole or in part on this Contract and are granted a judgment in their favor, Sellers agree to pay the Buyers reasonable attorney's fees.

19. **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 became delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this Contract, as protective disbursements.

20. **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.

21. **PERSONAL PROPERTY.** If this Contract includes the sale of any personal property, then in the event of the forfeiture 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.

22. **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. See paragraph 11 above, for construction of the word "Sellers."

23. **RELEASE OF RIGHTS.** Each of the Sellers 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.

24. **SPECIAL PROVISIONS.**

A. **"AS IS".** The parties agree the premises is sold in its "AS IS" condition; the Sellers make no representations or warranties, express or implied, as to the quality or usability of the premises; and, the Buyers acknowledge full opportunity to inspect the conditions of the premises.

B. **ENVIRONMENTAL MATTERS.** Sellers make no warranty or representation of any kind whatsoever about abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the property, or the property containing levels of radon gas, asbestos or urea-formaldehyde foam insulation which may require remediation under current governmental standards.

Buyers waive any right or opportunity at their expense to 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.

C. **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.

D. PRIVATE SEWAGE DISPOSAL SYSTEM. The parties acknowledge that the property has no buildings and is not serviced by a public or private sewage disposal system.

E. SURVEY, ABSTRACT AND CLOSING COSTS. Sellers and Buyers agree to equally divide and pay all costs related to have the parcel to the transfer surveyed. Sellers agree to pay all costs related to the preparation of an abstract to be delivered to the Buyers. In the event Sellers' attorney serves as Closing Agent for this transaction, the Sellers and Buyers agree to equally divide and pay the closing costs.

F. PERSONAL PROPERTY. This Contract does not include the sale of any personal property.

G. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and hold harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.

H. CONSERVATION RESERVE PROGRAM (CRP) CONTRACTS. Buyers agree to assume all Conservation Reserve Program (CRP) contracts currently in place regarding the property and to comply with all obligations attributable to Sellers pursuant to those contracts. Sellers shall receive all payments from the Conservation Reserve Program (CRP) contracts for the current fiscal year (2017-2018) to and including the date the Warranty Deed is recorded with the Madison County Recorder's Office. Buyers shall receive all payments from the Conservation Reserve Program (CRP) contracts for the current fiscal year (2017-2018) from and after the date the Warranty Deed is recorded with the Madison County Recorder's Office and for all fiscal years thereafter. In the event the USDA Office is unable to issue payment according to this provision the parties shall make payment to one another as required to effectuate the terms of this provision.

In the event the Buyers terminate the CRP contract prior to its specified termination date, Buyers shall be responsible for payment of any and all amounts that must be repaid, along with interest and any liquidated damages which may be assessed. In the event these amounts are assessed against or required to be paid by the Sellers, Buyers shall immediately reimburse Sellers in full for any and all amounts paid by them. Buyers agree to hold the Sellers harmless and indemnify them for any and all amounts owed as a result of their termination of the CRP contract.

Donald W. Waller
Donald W. Waller, Seller

Jesse Jaspers
Jesse Jaspers, Buyer

Connie Waller
Connie Waller, Seller

Jessica Jaspers
Jessica Jaspers, Buyer

STATE OF IOWA :
: SS
COUNTY OF MADISON :

This instrument was acknowledged before me on July 9, 2018, by Donald W. Waller and Connie Waller.



Carla J Vasey
Notary Public in and for the State of Iowa

STATE OF IOWA :
: SS
COUNTY OF MADISON :

This instrument was acknowledged before me on July 9, 2018, by Jesse Jaspers and Jessica Jaspers.



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