

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

**Preparer Information:**

David D. Beckman, 314 North Fourth Street, Burlington, IA 52601, Phone: 319-754-8404

**Taxpayer Information:** (name and complete address)

**Return Document To:**

David D. Beckman, 314 North Fourth Street, Burlington, IA 52601

**Grantors:** Roth Family Limited Partnership

**Grantees:**

**Legal Description:** 802 W. Henry Street, Mt. Pleasant, Iowa                      See Page 2

**Document or instrument number of previously recorded documents:**



**REAL ESTATE CONTRACT  
(SHORT FORM)**

**IT IS AGREED** between Roth Family Limited Partnership ("Sellers"); and ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Henry County, Iowa, described as:

Property known and numbered as 802 W. Henry Street, Mt. Pleasant, Iowa, and legally described as follows:

**Tract 1**

The West one-half of the following described tract of real estate: A part of Block 4 of McCoy's Addition to the City of Mt. Pleasant, Iowa, described as follows, to-wit: Commencing at the North East corner of said Block 4, thence West 162.9 feet along the North line of said Block 4, to the East line of the right of way of the St. Louis, Keokuk and Northwestern Railway, thence Southeasterly along the East line of said Railway right of way a distance of 157 feet, thence Easterly a distance of 162 feet, to a point on the East line of Block 4 which is 157 feet South of the place of beginning, thence North on the East line of Block 4, a distance of 157 feet to the place of beginning.

**Tract II:** The North one-half of the easterly 33 feet of Lots 2 and 3 of Block 4, McCoy's Addition to the City of Mt. Pleasant, Henry County, Iowa, according to the recorded plat thereof in and for said county. (The tract of real estate 33 feet wide by 152 feet in length). Subject to a mineral right reservation as stated in a deed recorded May 27, 1980 in book 384, page 5, of the Henry County Recorder's Office.

SUBJECT to Established Road and SUBJECT to Easements, Agreements or Restrictions of Record.

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. **PRICE.** The total purchase price for the Real Estate is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of which \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) has been paid. Buyers shall pay the balance to Sellers at \_\_\_\_\_ or as directed by Sellers, as follows: 10% down payment on September 14, 2023. Balance due at final settlement/closing with a projected date of October 30, 2023, upon delivery of merchantable abstract and deed and all objections having

- been met.
2. **INTEREST.** Buyers shall pay interest from \_\_\_\_\_ on the unpaid balance, at the rate of \_\_\_\_\_ percent per annum, payable \_\_\_\_\_. Buyers shall also pay interest at the rate of \_\_\_\_\_ 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.
  3. **REAL ESTATE TAXES.** Sellers shall pay:  
To be prorated to date of possession on the basis of the last available tax statement. The seller shall pay any unpaid real estate taxes payable in prior years.  
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 all special assessments which are a lien on the Real Estate as of September 14, 2023. All other special assessments shall be paid by Buyers.
  5. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate at closing, provided Buyers are not in default under this contract. Closing shall be on October 30, 2023.
  6. **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.
  7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract 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.
  8. **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: property owned by any tenant or lessee.
  9. **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.

10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Court Officer 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 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.
12. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.
13. **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.

14. **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.
15. **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.
16. **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: \_\_\_\_\_, 2023.

\_\_\_\_\_  
BUYERS

Dated: \_\_\_\_\_, 2023.

\_\_\_\_\_  
BUYERS

**17. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.**

To the best knowledge and belief of the Seller, the property is served by city sewage disposal system and there are no private sewage disposal systems on the property. If any private sewage disposal systems are discovered on the property, the Buyer shall be responsible for the cost of rectifying the problem at Buyer's expense.

**18. ADDITIONAL PROVISIONS.**

- Down payment is due on the day the bidding closes and signing of the contracts will take place through email and electronic document signatures. In the event the auction bidding closes after 3:00pm, the earnest money will be due the following business day.
- Country Financial has lease. All other properties are rented on a month to month basis and are selling subject to tenant's rights. The rent will be prorated to the date of possession; security

deposits, if any, will be transferred at closing. It is the responsibility of the Buyer to give tenants notice, if so desired. The Seller makes no representation or warranty as to the status of the Tenants, their past or future ability to remit rental payments, or the status of the respective rental agreements of said tenant(s).

- Landlord is responsible for lawn care/snow removal for 811 E. Washington St. & 802 W. Henry St.
- Seller shall not be obligated to furnish a survey.
- This auction sale is not contingent upon the Buyer's financing or any other Buyer contingencies.
- If a Buyer is unable to close due to insufficient funds or otherwise, Buyer will be in default and the deposit money will be forfeited.
- If in the future a site clean-up is required, it shall be at the expense of the Buyer.
- This auction is selling subject to court approval.
- This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.
- All lines, drawings, boundaries, dimensions, and descriptions are approximations only based upon the best information available and are subject to possible variation. Sketches may not be drawn to scale and photographs may not depict the current condition of the property. Bidders should inspect the property and review all the pertinent documents and information available, as each bidder is responsible for evaluation of the property and shall not rely upon the Seller, Broker or Auctioneer, their Employees or Agents.
- The Buyer acknowledges that they have carefully and thoroughly inspected the real estate and are familiar with the premises. The Buyer is buying this real estate in its "as is" condition and there are no expressed or implied warranties pertaining to the real estate.
- Steffes Group, Inc. is representing the Seller.
- Any announcements made on the day of sale take precedence over advertising.

Dated: \_\_\_\_\_, 2023.

\_\_\_\_\_  
David D. Beckman, Receiver of  
Roth Family Limited Partnership,  
SELLER

\_\_\_\_\_  
BUYERS

\_\_\_\_\_  
BUYERS

**INDIVIDUAL NOTARY**

STATE OF IOWA, COUNTY OF HENRY

This record was acknowledged before me on \_\_\_\_\_, 2023,  
by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

STATE OF IOWA, COUNTY OF HENRY

This record was acknowledged before me on \_\_\_\_\_, 2023,  
by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

STATE OF IOWA, COUNTY OF HENRY

This record was acknowledged before me on \_\_\_\_\_, 2023,  
by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public