



## OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Estate of Mary P. Kuehnel by Joshua Anderson- Executor, (Seller):

1. REAL ESTATE DESCRIPTION. The Buyer offers to buy real estate in Des Moines County, Iowa, described as follows:

The South 14 feet of Lot Number 11, and the North 26 feet of Lot Number 12, in Barret's Subdivision of Outlot Number 969, in the City of Burlington, Des Moines 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; and d. (consider: liens, mineral rights; other easements; interests of others.

PRICE. The purchase price shall be \$ \_\_\_\_\_, payable at Des Moines County, Iowa, as follows: 10% down payment on October 28, 2025. Balance due at final settlement/closing with a projected date of December 12, 2025, upon deliver of merchantable abstract and deed and all objections having been met.

2. REAL ESTATE TAXES. Seller shall pay any unpaid real estate taxes payable in prior years. Buyer 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.
3. SPECIAL ASSESSMENTS.
  - A. Seller shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this offer.
  - ~~B. If A. IS STRICKEN, then Sellers shall pay all installments of special assessments which are a lien on the Real Estate and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.~~
  - ~~C. All other special assessments shall be paid by Buyers.~~
4. RISK OF LOSS AND INSURANCE. Risk of loss prior to Seller's delivery of possession of the Real Estate to Buyer shall be as follows:
  - A. All risk of loss shall remain with Sellers until possession of the Real Estate shall be delivered to Buyer.
5. CARE AND MAINTENANCE. The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyer, provided, however, if 5.a. is stricken and there is loss or destruction of all or any part of the Real Estate from causes covered by the insurance maintained by Seller, Buyer agrees to accept such damaged or destroyed Real Estate together with such insurance proceeds in lieu of the Real Estate in

its present condition and Sellers shall not be required to repair or replace same.

6. POSSESSION. If Buyer timely performs all obligations, possession of the Real Estate shall be delivered to Buyer on or before December 12, 2025, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.
7. 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.)
8. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
9. ABSTRACT AND TITLE. Seller, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyer for examination. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and 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. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or their assignees.
10. DEED. Upon payment of the purchase price, SELLER shall convey the Property to Buyers by **Court Officer Deed**, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by Buyers.
11. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Seller, immediately preceding acceptance of this offer, 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 the Seller, then the proceeds of this sale, and any continuing or recaptured rights of Seller in the Real Estate, shall belong to Seller 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, agree to pay any balance of the price due Seller under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 11.
12. 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 or real estate contract for this purpose.
13. TIME IS OF THE ESSENCE. Time is of the essence in this contract.
14. REMEDIES OF THE PARTIES
  - A. If Buyer fails to timely perform this contract, Seller may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Seller may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.
  - B. If Seller fails to timely perform this contract, Buyer has the right to have all

payments made returned to them.

C. Buyer and Seller also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

15. STATEMENT AS TO LIENS. If Buyer intends to assume or take subject to a lien on the Real Estate, Seller shall furnish Buyer with a written statement from the holder of such lien, showing the correct balance due.
16. SUBSEQUENT CONTRACT. Any real estate contract executed in performance of this contract shall be on a form of the Iowa State Bar Association.
17. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless Court approval is not required under Iowa law and title standards of the Iowa State Bar Association. If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by September 13, 2024 either party may declare this Agreement null and void, and all payments made hereunder shall be made to BUYER.
18. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the parties.
19. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
20. CERTIFICATION. Buyer and Seller 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.
21. TIME FOR ACCEPTANCE. If this offer is not accepted by Seller on or before September 13, 2024 it shall become void and all payments shall be repaid to the Buyer.
22. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.  
Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
23. OTHER PROVISIONS. The property is being sold "AS IS WHERE IS". Closing costs including abstracting fees, attorney fees, recording costs and proration of taxes shall be settled by the Parties by the time of closing and will be reflected on the closing statement.
24. SEE ATTACHED FOR SPECIAL PROVISIONS

## SPECIAL PROVISIONS

- This online auction will have a 5% buyer's premium. This means a buyer's premium in the amount of five percent (5%) of the bid amount shall be charged to the Buyer and added to the bid amount to arrive at the total contract purchase price.
- If a bid is placed with less than 4 minutes left, the time on the auction will extend another 4 minutes. This will continue until no bids are placed within the last 4 minutes.
- Down payment is due on the day the bidding closes and signing of the real estate contracts will take place through email and electronic document signatures, or in person at the Steffes Group Mt. Pleasant, IA Office. In the event the auction bidding closes after 3:00pm, the earnest money will be due the following business day.
- Property will be sold lump sum price.
- This auction sale is not contingent upon Buyer's financing, appraisal(s), 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 and paid to Seller.
- This real estate is selling subject to any and all covenants, restrictions, encroachments, easements, rights-of-way, ordinances, resolutions, leases, and mineral reservations, 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. Bidder acknowledges they are representing themselves in this real estate transaction.
- Any announcements published or made the day of auction take precedence over advertising.
- **Included:** Microwave, Dishwasher, Vinyl siding in garage, Any item present on the day of final settlement/closing.

Accepted \_\_\_\_\_

Dated \_\_\_\_\_

SELLER

BUYER

\_\_\_\_\_  
Estate of Mary P. Kuehnel

\_\_\_\_\_  
Joshua Anderson- Executor

ATTORNEY FOR ESTATE

Address: \_\_\_\_\_

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Telephone: \_\_\_\_\_

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