

**REAL ESTATE CONTRACT (SHORT FORM)  
AUCTION CONTRACT-TRACT # 1**

**IT IS AGREED** between  
Mary F. Graber Estate, Greg L. Graber, Executor ("Sellers"); and  
\_\_\_\_\_  
("Buyers").

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

*All of the West Half of the Northeast Quarter (W 1/2 NE 1/4) of Section Number Twenty-nine (29), in Township Seventy-four North (74N) in Range Number Six West (6W) that is situated and lying North (N) and East (E) of the center of Crooked Creek running over and across said tract and containing thirty-nine and ninety-five hundredths (39 95/100) acres more or less.*

*Also, all of said "West Half (W 1/2)" lying West (W) of the center of said creek consisting of one acre more or less situated on the West (W) side, and at or near the North (N) end of said Eighty (80) acre tract.*

*Also, the portion of said "West Half(W 1/2)" Bounded by commencing on the East (E) line of said Eighty (80) acre tract at a point three and twenty-hundredths (3 20/100) chains North (N) of the Southeast (SE) corner thereof, running thence North (N) Forty-four (44) degrees and Thirty (30) minutes West (W), Seventeen and Fifty-hundredths (17 50/100) chains to a hickory tree, running thence North Five (N5) chains to the center of said Creek, running thence up on and along the center of said creek to the point where said center intersects with and crosses said "East (E) line running thence South (S) Eight and fifty-five hundredths (8 55/100) chains to the place of beginning containing Eight and Forty-two hundredths (8 42/100) acres more or less. All of said tracts compose Forty-nine and thirty-seven hundredths (49 37/100) acres more or less.*

*The South East Quarter of the South East Quarter of Section Number Twenty; all that part of the Southwest Quarter of the South West Quarter of Section Number Twenty-One, lying West of the center of the Public Highway, as now located; and the North East Quarter of the North East Quarter, and the East Half of the South East Quarter of the North East Quarter, and all that part of the West Half of the South East Quarter of the North East Quarter, lying North of Crooked Creek; all in Section Number Twenty-Nine; and a tract described as follows, to-wit:*

*Commencing at the Northwest corner of the North East Quarter of the South West Quarter of the North West Quarter of Section Number Twenty Eight, running thence South Twenty Four rods, thence East Twenty Rods, thence North Twenty Four rods, thence West Twenty rods to the place of beginning; the North West Quarter of the North West Quarter, and the West Four acres of the South Ten acres of the North Sixteen acres of the East Half of the South West Quarter of the North West Quarter; the South West Quarter of the South West Quarter of the North West Quarter; also a tract described as Commencing at the Northwest corner of the South West Quarter of Section Number Twenty Eight, thence running*

*South on the West line of Section Number Twenty Eight, a distance of Five chains and seventy two links, thence East parallel with the North line of said Southwest Quarter of Section Number Twenty Eight, two chains and thirty four links to the center of the County Road, thence along the middle of said road to a point where said road intersects the North line of the South West Quarter of Section Number Twenty Eight, thence West along the quarter section, Eight chains and fifty six links to the place of beginning; all the above described land, being in Township Number Seventy-Four North, of Range Number Six West of the Fifth Principal Meridian, in Washington County, Iowa.*

**\*\*See Exhibit A attached hereto for Tract I & II.\*\***

**Complete legal description to be taken from final survey and abstract**, 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 (10%) Dollars (\$) \_\_\_\_\_ has been paid. Buyer shall pay the balance to Sellers at Washington Law Office, LLP, Iowa, or as directed by Sellers, as follows:

The buyer shall pay Sellers the balance of \$ \_\_\_\_\_ on the date of possession, and upon Sellers' delivery of an Abstract of Title showing merchantable title, and a Court Officer Deed, and otherwise complying with the terms of this Contract.

2. **INTEREST.** Buyers shall pay interest at the rate of 12.0% 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 all real estate taxes prorated to the closing date on the Real Estate Contract, 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 years 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 the date of this contract. All other special assessments shall be paid by Buyers.

5. **POSSESSION & CLOSING.** Sellers shall give Buyers possession of the Real Estate on or about May 25, 2026, provided Buyers are not in default under this contract. Closing shall be in the offices of Washington Law Office, LLP, 211 W. Washington, Washington, Iowa.

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 improvement on the Real Estate insured against loss of 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 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. **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.

9. **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.

10. **REMEDIES OF THE PARTIES.** a. If Buyers fail to timely perform this contract, Sellers may, at Sellers' option, forfeit Buyers' rights in this contract as provided in the Iowa Code, and all payments made by Buyers shall be forfeited. 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 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 Section 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 owners 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.

b. 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.

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

d. 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.

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

12. **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.

13. **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.

14. **RELEASE OF RIGHTS.** Each of the Buyers 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.

15. **INSPECTION OF PROPERTY:**

a. The BUYERS must choose one of the two following alternatives relative to the condition of the property (which are in addition to BUYERS right to a pre-closing inspection as described in paragraph (b) below):



2. BUYER acknowledges that BUYER has made a satisfactory inspection of the property and Buyer is purchasing the property in its existing condition.

b. BUYER or BUYER'S representative has the right to enter and inspect the property within forty-eight (48) hours prior to closing, and BUYER acknowledges by deposit of final funds, that the property is acceptable.

16. **SPECIAL PROVISIONS.**

- Land is selling free and clear for the 2026 farming season.
- It shall be the obligation of the Buyer to report to the appropriate County FSA office and show filed deed in order to receive the following if applicable: A. Allotted base acres. B. Any future government programs. C. Final tillable & CRP acres to be determined by the FSA office, as FSA field lines overlap Tract lines. D. CRP Prorate.
- Buyer agrees to follow all requirements of conservation plans and practices required by the FSA to maintain eligibility in the Conservation Reserve Program. Buyer agrees to accept responsibility and liability for any actions by the Buyer which would endanger eligibility for the CRP or actions that would require repayment of the CRP payment or payments. Buyer further agrees to indemnify and hold harmless the Sellers for any recovery sought by the FSA due to actions of Buyer, which would violate the requirements of the CRP. In the event the Buyer elects to take the ground out of CRP, the Buyer will be responsible to the Seller for any prorate of the CRP payment that the Seller would have received.
- Tracts 1 & 2 will be surveyed by a licensed surveyor, at Seller's expense.
- Tract 1 & 2 will be sold on a per acre basis with gross surveyed acres being the multiplier used to determine the total bid amount. In the event the final survey is not completed by auction day or if the recorded survey is different than the announced gross surveyed acres, adjustments to the final contract price will be made accordingly at final settlement/closing.
- This real estate auction is selling subject to final approval of the survey and subdivision requirements of the county, if required.
- If one Buyer purchases more than one tract, the Seller shall only be obligated to furnish one abstract and deed (Spouses constitute one Buyer).
- An easement will be established and recorded in the deed for Tracts 1 & 2. This easement shall be in favor of the adjoining property to the north for the purpose of field tile maintenance to the creek.
- Assessor's aerial shows Underwood Ave. not reaching Tract 2, therefore Tract 2 access would be an easement by prescription on the current dirt road to the farm. Please note the survey revealed Underwood Ave reaches Tract 2.
- 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.
- The Buyer shall be responsible for any fencing in accordance with state law.
- The Buyer shall be responsible for installing own entrances if needed or desired.

- If in the future a site clean-up is required, it shall be at the expense of the Buyer.
- All mineral rights, if any, held by Seller will be transferred to Buyer upon closing.
- 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.

**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: \_\_\_\_\_, 2026.

\_\_\_\_\_  
Buyers

\_\_\_\_\_  
Mary F. Graber Estate, Greg L. Graber Executor

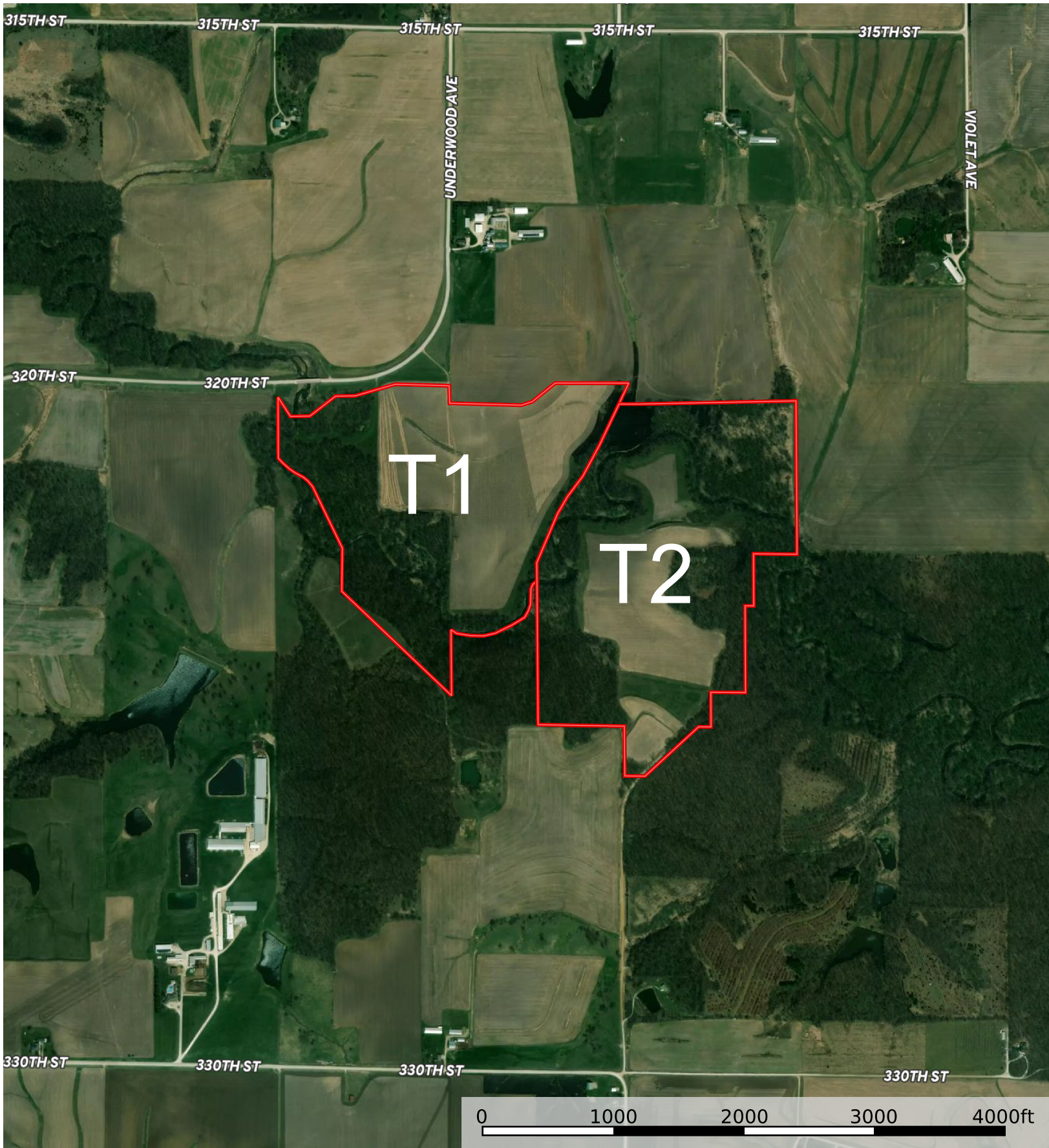
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Attorney: \_\_\_\_\_

Lender: \_\_\_\_\_

KML:tf 2026 04 06  
Graber Mary F. Estate/F:REALEST\FORMS\CONTRACT-AUCTION/Tract # 1



Boundary

**REAL ESTATE CONTRACT (SHORT FORM)  
AUCTION CONTRACT-TRACT # 2**

**IT IS AGREED** between  
Mary F. Graber Estate, Greg L. Graber, Executor ("Sellers"); and  
\_\_\_\_\_  
("Buyers").

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

*All of the West Half of the Northeast Quarter (W 1/2 NE 1/4) of Section Number Twenty-nine (29), in Township Seventy-four North (74N) in Range Number Six West (6W) that is situated and lying North (N) and East (E) of the center of Crooked Creek running over and across said tract and containing thirty-nine and ninety-five hundredths (39 95/100) acres more or less.*

*Also, all of said "West Half (W 1/2)" lying West (W) of the center of said creek consisting of one acre more or less situated on the West (W) side, and at or near the North (N) end of said Eighty (80) acre tract.*

*Also, the portion of said "West Half(W 1/2)" Bounded by commencing on the East (E) line of said Eighty (80) acre tract at a point three and twenty-hundredths (3 20/100) chains North (N) of the Southeast (SE) corner thereof, running thence North (N) Forty-four (44) degrees and Thirty (30) minutes West (W), Seventeen and Fifty-hundredths (17 50/100) chains to a hickory tree, running thence North Five (N5) chains to the center of said Creek, running thence up on and along the center of said creek to the point where said center intersects with and crosses said "East (E) line running thence South (S) Eight and fifty-five hundredths (8 55/100) chains to the place of beginning containing Eight and Forty-two hundredths (8 42/100) acres more or less. All of said tracts compose Forty-nine and thirty-seven hundredths (49 37/100) acres more or less.*

*The South East Quarter of the South East Quarter of Section Number Twenty; all that part of the Southwest Quarter of the South West Quarter of Section Number Twenty-One, lying West of the center of the Public Highway, as now located; and the North East Quarter of the North East Quarter, and the East Half of the South East Quarter of the North East Quarter, and all that part of the West Half of the South East Quarter of the North East Quarter, lying North of Crooked Creek; all in Section Number Twenty-Nine; and a tract described as follows, to-wit:*

*Commencing at the Northwest corner of the North East Quarter of the South West Quarter of the North West Quarter of Section Number Twenty Eight, running thence South Twenty Four rods, thence East Twenty Rods, thence North Twenty Four rods, thence West Twenty rods to the place of beginning; the North West Quarter of the North West Quarter, and the West Four acres of the South Ten acres of the North Sixteen acres of the East Half of the South West Quarter of the North West Quarter; the South West Quarter of the South West Quarter of the North West Quarter; also a tract described as Commencing at the Northwest corner of the South West Quarter of Section Number Twenty Eight, thence running*

*South on the West line of Section Number Twenty Eight, a distance of Five chains and seventy two links, thence East parallel with the North line of said Southwest Quarter of Section Number Twenty Eight, two chains and thirty four links to the center of the County Road, thence along the middle of said road to a point where said road intersects the North line of the South West Quarter of Section Number Twenty Eight, thence West along the quarter section, Eight chains and fifty six links to the place of beginning; all the above described land, being in Township Number Seventy-Four North, of Range Number Six West of the Fifth Principal Meridian, in Washington County, Iowa.*

**\*\*See Exhibit A attached hereto for Tract I & II.\*\***

**Complete legal description to be taken from final survey and abstract**, 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 (10%) Dollars (\$) \_\_\_\_\_ has been paid. Buyer shall pay the balance to Sellers at Washington Law Office, LLP, Iowa, or as directed by Sellers, as follows:

The buyer shall pay Sellers the balance of \$ \_\_\_\_\_ on the date of possession, and upon Sellers' delivery of an Abstract of Title showing merchantable title, and a Court Officer Deed, and otherwise complying with the terms of this Contract.

2. **INTEREST.** Buyers shall pay interest at the rate of 12.0% 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 all real estate taxes prorated to the closing date on the Real Estate Contract, 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 years 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 the date of this contract. All other special assessments shall be paid by Buyers.

5. **POSSESSION & CLOSING.** Sellers shall give Buyers possession of the Real Estate on or about May 25, 2026, provided Buyers are not in default under this contract. Closing shall be in the offices of Washington Law Office, LLP, 211 W. Washington, Washington, Iowa. Immediate possession will be available for the tillable acres of Tract 2 with the remaining property possession on closing. Buyer of Tract #2 will be required to sign an Indemnification and Hold Harmless Agreement.

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 improvement on the Real Estate insured against loss of 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 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. **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.

9. **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.

10. **REMEDIES OF THE PARTIES.** a. If Buyers fail to timely perform this contract, Sellers may, at Sellers' option, forfeit Buyers' rights in this contract as provided in the Iowa Code, and all payments made by Buyers shall be forfeited. 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 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 Section 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

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

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2. BUYER acknowledges that BUYER has made a satisfactory inspection of the property and Buyer is purchasing the property in its existing condition.

b. BUYER or BUYER'S representative has the right to enter and inspect the property within forty-eight (48) hours prior to closing, and BUYER acknowledges by deposit of final funds, that the property is acceptable.

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- This real estate auction is selling subject to final approval of the survey and subdivision requirements of the county, if required.
- If one Buyer purchases more than one tract, the Seller shall only be obligated to furnish one abstract and deed (Spouses constitute one Buyer).
- An easement will be established and recorded in the deed for Tracts 1 & 2. This easement shall be in favor of the adjoining property to the north for the purpose of field tile maintenance to the creek.
- Assessor's aerial shows Underwood Ave. not reaching Tract 2, therefore Tract 2 access would be an easement by prescription on the current dirt road to the farm. Please note the survey revealed Underwood Ave reaches Tract 2.
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- 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.
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- If in the future a site clean-up is required, it shall be at the expense of the Buyer.
- All mineral rights, if any, held by Seller will be transferred to Buyer upon closing.
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- 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.
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- Any announcements published or made the day of auction take precedence over advertising.

**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: \_\_\_\_\_, 2026.

\_\_\_\_\_  
Buyers

\_\_\_\_\_  
Mary F. Graber Estate, Greg L. Graber Executor

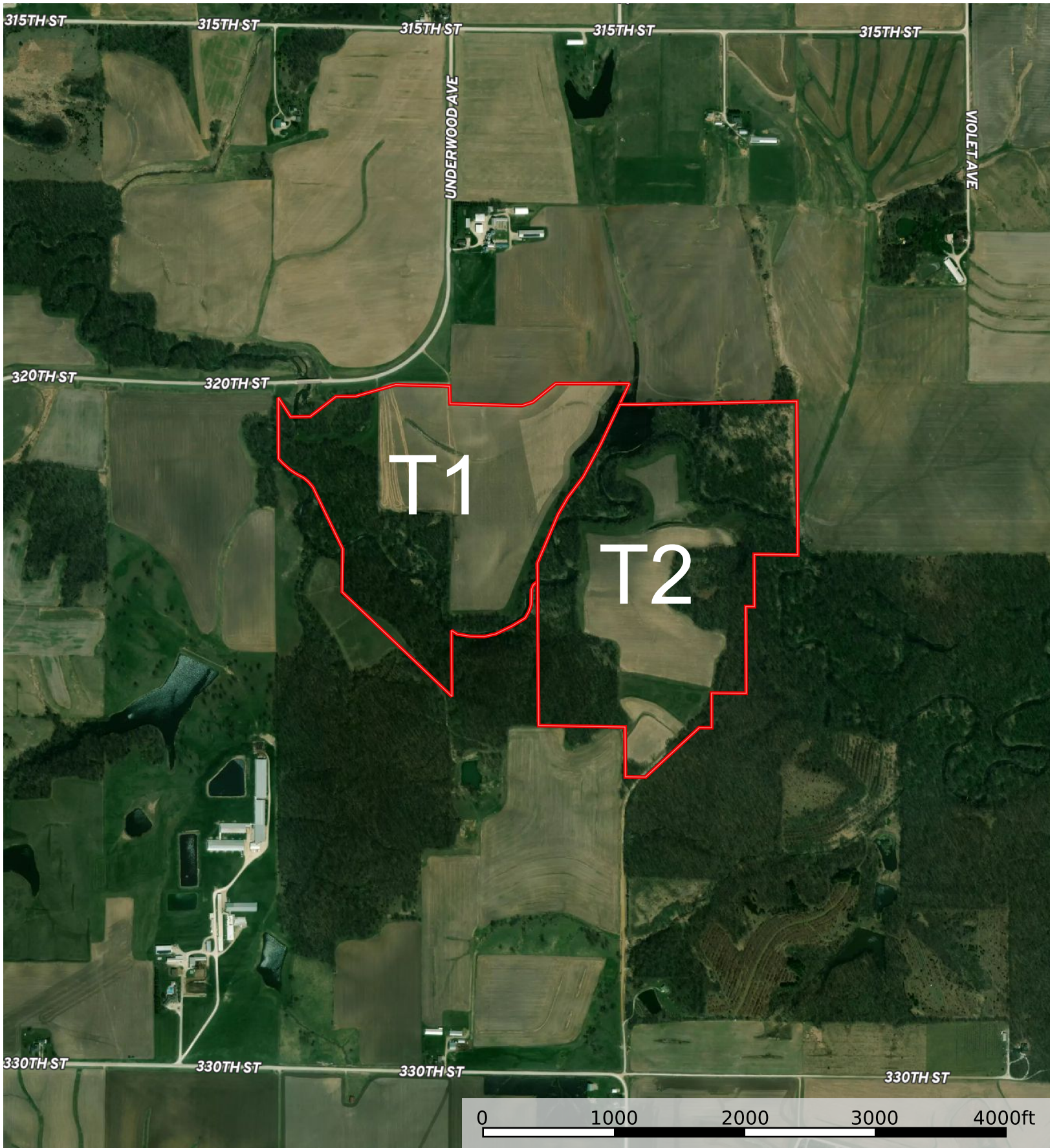
Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Attorney: \_\_\_\_\_

Lender: \_\_\_\_\_

KML:tf 2026 04 06  
Graber Mary F. Estate/F:REALEST\FORMS\CONTRACT-AUCTION/Tract # 2



Boundary

INDEMNIFICATION AGREEMENT AND  
HOLD HARMLESS AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of April, 2026, by and between Greg L. Graber, Executor of the Mary F. Graber Estate and \_\_\_\_\_, Buyers Tract # 2 under a REAL ESTATE CONTRACT dated the \_\_\_\_\_ day of April, 2026.

WHEREAS: Buyer is granted immediate possession of tillable acres of Tract # 2 in the Real Estate Contract.

NOW THEREFORE: Buyer agrees to Hold Harmless the Mary F. Graber Estate for any and all liability relating to Buyer's early possession of tillable acres prior to closing on the Real Estate Contract.

The Buyer further agrees to Indemnify the Mary F. Graber Estate in case of demand or claim made by any person or government agency in connection with the Buyer's early possession rights of said tillable acres.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary F. Graber Estate, Seller  
by Greg L. Graber, Executor