



## OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Marjory E. Rogers

Sellers:

1. **REAL ESTATE DESCRIPTION.** The Buyers offer to buy real estate in Johnson County, Iowa, described as follows:

The southwest quarter of the southwest quarter of Section 11, Township 79, Range 7 West of the 5th P.M., including approximately 2.17 acres of right of way, and containing approximately 39.60 acres. Exact legal description will be taken from the Abstract of Title.

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.) any encroachments

designated the Real Estate; provided Buyers, on possession, are permitted to make the following use of the Real Estate: agricultural use

2. **PRICE.** The purchase price shall be \$ \_\_\_\_\_, payable at Johnson County, Iowa, as follows:

\$ \_\_\_\_\_ per acre, including right of way, with the acreage finally determined by a survey to be performed. Terms of payment shall be 20% down on October 2, 2014, with the balance due at the time of closing and possession.

3. **REAL ESTATE TAXES.** Sellers shall pay

all real estate taxes due and payable during the 2014-2015 fiscal year and the real estate taxes due and payable in the 2015-2016 fiscal year, prorated to the date of closing and possession, with the proration based on the most recent tax statement.

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.**

A. Sellers 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.

5. **RISK OF LOSS AND INSURANCE.** Risk of loss prior to Seller's delivery of possession of the Real Estate to Buyers shall be as follows:

A. All risk of loss shall remain with Sellers until possession of the Real Estate shall be delivered to Buyers.

~~B. IF A. IS STRICKEN, Sellers shall maintain \$ \_\_\_\_\_ of fire, windstorm and extended coverage insurance on the Real Estate until possession is given to Buyers and shall promptly secure endorsements to the appropriate insurance policies naming Buyers as additional insureds as their interests may appear. Risk of loss from such insured hazards shall be on Buyers after Sellers have performed under this paragraph and notified Buyers of such performance. Buyers, if they desire, may obtain additional insurance to cover such risk.~~

6. **CARE AND MAINTENANCE.** The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyers, 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 Sellers, Buyers agree 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.

7. **POSSESSION.** If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers on January 2, 2015, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.

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: (consider: rental items.)

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9. **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.

10. **ABSTRACT AND TITLE.** Sellers, 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 Buyers 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 Buyers when the purchase price is paid in full. 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. \*\*\*SEE OTHER PROVISIONS

11. **DEED.** Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty 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.

12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, 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 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 rights 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 11.

13. **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.

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

**15. REMEDIES OF THE PARTIES**

- A. If Buyers fail to timely perform this contract, Sellers 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) Sellers 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 Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.
- C. Buyers and Sellers 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.

16. **STATEMENT AS TO LIENS.** If Buyers intend to assume or take subject to a lien on the Real Estate, Sellers shall furnish Buyers with a written statement from the holder of such lien, showing the correct balance due.

17. **SUBSEQUENT CONTRACT.** Any real estate contract executed in performance of this contract shall be on a form of the Iowa State Bar Association.

18. **APPROVAL OF COURT.** If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.

19. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.

**20. 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.

**21. 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.

**22. TIME FOR ACCEPTANCE.** If this offer is not accepted by Sellers on or before \_\_\_\_\_ it shall become void and all payments shall be repaid to the Buyers.

**23. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

- A. 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.
- B. ~~The Property is served by a private sewage disposal system, and the Seller and Buyer agree to the attached XXXX~~  
~~XXXXXX disposal system on the Property. Seller and Buyer agree to the attached XXXX~~  
~~XXXXXX disposal system on the Property. Seller and Buyer agree to the attached XXXX~~  
~~XXXXXX disposal system on the Property. Seller and Buyer agree to the attached XXXX~~
- C. ~~Seller and Buyer agree that this transaction is exempt from the time of transfer inspection XXXX~~  
~~equipment by person the XX~~

**24. OTHER PROVISIONS.**  
See 1 in Addendum

Accepted \_\_\_\_\_  
SELLERS

Dated \_\_\_\_\_  
BUYERS

Print Name Marjory E. Rogers  
SS# \_\_\_\_\_

Print Name \_\_\_\_\_  
SS# \_\_\_\_\_

Print Name \_\_\_\_\_  
SS# \_\_\_\_\_

Print Name \_\_\_\_\_  
SS# \_\_\_\_\_

Address :  
3037 IWW Road SW  
Iowa City, Iowa 52240

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

Telephone: (319) 338-5230

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

## Addendum

1.
  - A. Seller states that the current tenant has been given notice and all property will be free and clear for the 2015 crop year.
  - B. Buyer shall be obligated to report to the Johnson County FSA Office and show the final deed in order to receive the following, if applicable: (1) Allotted base acres; (2) Any future government programs.
  - C. Buyer shall be responsible for installing his or her own entrances, as needed or desired.
  - D. Buyer shall be responsible for any fencing in accordance with Iowa state law.
  - E. If any site cleanup is required in the future, such cleanup shall be at the Buyer's cost.
  - F. Buyer acknowledges that he or she has adequately and thoroughly inspected the real estate and is familiar with the premises. Buyer is purchasing the real estate "as-is" and there are no implied or express warranties given by Seller therefor.
  - G. Any announcements made on the date of auction shall take precedence over prior advertising and printed material.
  - H. If the same person purchases the tract described herein and the other tract sold on the same day by the same Seller at the same auction, then Seller shall be obligated to provide only one abstract that covers both tracts.



## OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Marjory E. Rogers, Sellers:

1. **REAL ESTATE DESCRIPTION.** The Buyers offer to buy real estate in Johnson County, Iowa, described as follows:

The west half of the northeast quarter of Section 15, Township 79, Range 7 West of the 5th P.M., including approximately 0.48 acres of right of way, and containing approximately 71.35 acres. Exact legal description will be taken from the Abstract of Title. Also including the Seller's rights to use a twenty-five-foot (25') agricultural access easement as shown and described in the Rogers Ridge Subdivision plat recorded in Book 57, Page 100, in the Office of the Johnson County Recorder.

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.) any encroachments

designated the Real Estate; provided Buyers, on possession, are permitted to make the following use of the Real Estate: agricultural use

2. **PRICE.** The purchase price shall be \$ \_\_\_\_\_, payable at Johnson County, Iowa, as follows:

\$ \_\_\_\_\_ per acre, including right of way, with the acreage finally determined by a survey to be performed. Terms of payment shall be 20% down on October 2, 2014, with the balance due at the time of closing and possession.

3. **REAL ESTATE TAXES.** Sellers shall pay

all real estate taxes due and payable during the 2014-2015 fiscal year and the real estate taxes due and payable in the 2015-2016 fiscal year, prorated to the date of closing and possession, based on the most recent tax statement.

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.**

A. Sellers 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.

5. **RISK OF LOSS AND INSURANCE.** Risk of loss prior to Seller's delivery of possession of the Real Estate to Buyers shall be as follows:

A. All risk of loss shall remain with Sellers until possession of the Real Estate shall be delivered to Buyers.

~~B. IF A. IS STRICKEN, Sellers shall maintain \$ \_\_\_\_\_ of fire, windstorm and extended coverage insurance on the Real Estate until possession is given to Buyers and shall promptly secure endorsements to the appropriate insurance policies naming Buyers as additional insureds as their interests may appear. Risk of loss from such insured hazards shall be on Buyers after Sellers have performed under this paragraph and notified Buyers of such performance. Buyers, if they desire, may obtain additional insurance to cover such risk.~~

6. **CARE AND MAINTENANCE.** The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyers, 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 Sellers, Buyers agree 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.

**7. POSSESSION.** If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers on December 1, 2014, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.

**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: (consider: rental items.)

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**9. 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.

**10. ABSTRACT AND TITLE.** Sellers, 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 Buyers 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 Buyers when the purchase price is paid in full. 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. \*\*\*SEE OTHER PROVISIONS

**11. DEED.** Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty 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.

**12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, 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 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 rights 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 11.

**13. 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.

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

**15. REMEDIES OF THE PARTIES**

- A. If Buyers fail to timely perform this contract, Sellers 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) Sellers 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 Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.
- C. Buyers and Sellers 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.

**16. STATEMENT AS TO LIENS.** If Buyers intend to assume or take subject to a lien on the Real Estate, Sellers shall furnish Buyers with a written statement from the holder of such lien, showing the correct balance due.

**17. SUBSEQUENT CONTRACT.** Any real estate contract executed in performance of this contract shall be on a form of the Iowa State Bar Association.

**18. APPROVAL OF COURT.** If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.

**19. CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.

**20. 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.

**21. 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.

**22. TIME FOR ACCEPTANCE.** If this offer is not accepted by Sellers on or before \_\_\_\_\_ it shall become void and all payments shall be repaid to the Buyers.

**23. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

- A. 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.
- B. ~~The Property is served by a private sewage disposal system, and there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum to Inspection of Private Sewage Disposal System.~~
- C. ~~Seller and Buyer agree that in this transaction Seller is exempt from the time of transfer inspection requirements by reason that \_\_\_\_\_.~~

**24. OTHER PROVISIONS.**

See 1 in Addendum

Accepted \_\_\_\_\_

SELLERS

Dated \_\_\_\_\_

BUYERS

Print Name Marjory E. Rogers

SS# \_\_\_\_\_

Print Name \_\_\_\_\_

SS# \_\_\_\_\_

Print Name \_\_\_\_\_

SS# \_\_\_\_\_

Print Name \_\_\_\_\_

SS# \_\_\_\_\_

Address :  
3037 IWV Road SW  
Iowa City, Iowa 52240

Telephone: (319) 338-5230

Address :

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

## Addendum

1. A. Seller states that the current tenant has been given notice and all property will be free and clear for the 2015 crop year.  
  
B. Buyer shall be obligated to report to the Johnson County FSA Office and show the final deed in order to receive the following, if applicable: (1) Allotted base acres; (2) Any future government programs.  
  
C. Buyer shall be responsible for installing his or her own entrances, as needed or desired.  
  
D. Buyer shall be responsible for any fencing in accordance with Iowa state law.  
  
E. If any site cleanup is required in the future, such cleanup shall be at the Buyer's cost.  
  
F. Buyer acknowledges that he or she has adequately and thoroughly inspected the real estate and is familiar with the premises. Buyer is purchasing the real estate "as-is" and there are no implied or express warranties given by Seller therefor.  
  
G. Any announcements made on the date of auction shall take precedence over prior advertising and printed material.  
  
H. If the same person purchases the tract described herein and the other tract sold on the same day by the same Seller at the same auction, then Seller shall be obligated to provide only one abstract that covers both tracts.