

## REAL ESTATE PURCHASE AGREEMENT

The undersigned Buyer offers to purchase the Real Estate in Washington County, Iowa, described on Exhibit A from **HILLS BANK AND TRUST COMPANY** as **EXECUTOR OF THE MARJORIE B. RICH ESTATE** ("Seller"), together 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, (d) any restrictions of record (collectively, the "Real Estate"), on the following terms and conditions:

1. **PURCHASE PRICE.** The purchase price for the Real Estate is \$\_\_\_\_\_ (the "Purchase Price"), subject to the adjustments and set-offs described in this Agreement.

a. On November 1, 2016, Buyer will deliver to Seller's agent, Steffes Group. Inc., the sum of \$\_\_\_\_\_ (20 percent) (the "Earnest Money") to be held in escrow as Earnest Money under this Agreement. At the Closing, the Earnest Money shall be paid to Seller and credited against the Purchase Price. The Earnest Money otherwise shall be held, refunded, or retained as provided in this Agreement.

b. The Purchase Price (adjusted to reflect the adjustments and prorations to be made thereto as set forth in this Agreement), less the Earnest Money delivered to Seller by Buyer, shall be paid by Buyer to Seller at Closing in cash, by cashier's check, or by wire transfer of immediately available funds for the account of Seller or such other person as Seller shall designate in writing and to such account as Seller shall designate in writing.

2. **REAL ESTATE TAXES.** Seller shall pay all Real Estate taxes that are due and payable at the Closing and constitute a lien against the Real Estate, any unpaid Real Estate taxes for any prior years, and a pro-rata portion of the estimated taxes payable in the 2015-2016 fiscal year according to Washington County Bar Association procedure. Buyer shall pay all subsequent Real Estate taxes.

3. **POSSESSION; CONDITION OF REAL ESTATE.** Seller shall take good care of the Real Estate until the Closing, reasonable wear and tear excepted. Seller shall give Buyer possession of the Real Estate at the Closing, subject only to the existing tenant's rights until February 28, 2017. Buyer has carefully and thoroughly inspected the Real Estate, is familiar with the premises, and will accept the Real Estate in its "as is" condition. There are no express or implied warranties regarding condition of the Property. Any future required clean-up will be Buyer's responsibility.

4. **ABSTRACT OF TITLE; DEED.** Seller shall promptly deliver to Buyer for examination a current abstract of title to the Real Estate showing marketable title in Seller according to Iowa law and the Iowa Land Title Examination Standards. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller. On payment of the Purchase Price, Seller shall convey the Real Estate to Buyer by Court Officer Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. Seller shall pay the Iowa transfer tax on the conveyance.

5. **CONDITIONS.** This Agreement is subject to the following conditions:

a. Buyer shall report to the Washington County FSA office with the recorded Deed in order to receive the following, if applicable: Allotted base acres and any future government programs.

b. Seller shall not be obligated to furnish any survey.

c. Buyer shall be responsible for any fencing required by Iowa law and for installing any necessary or desired entrances.

d. Any announcements made on the day of sale shall take precedence over prior advertising.

6. **CLOSING.** The closing of the purchase and sale of the Real Estate (the "Closing") is estimated to be conducted on or before December 16, 2016, on satisfaction of all terms and conditions provided in this Agreement. The exact time, place, and date of Closing shall be mutually agreed between Seller and Buyer at least three business days prior to Closing.

7. **REMEDIES OF THE PARTIES.**

a. If Buyer fails to perform this Agreement on a timely basis, Seller may forfeit this Agreement as provided in Iowa Code Chapter 656, and all payments made by Buyer shall be forfeited; or, at Seller's option this Agreement may be foreclosed in equity, and the Court may appoint a receiver.

b. If Seller fails to perform Seller's obligations under this Contract on a timely basis, Buyer shall have the right to terminate this Contract and have all payments made returned to Buyer.

c. Buyer and Seller are also entitled to use any and all other remedies or actions at law or in equity available to them. 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.

8. **EFFECT.** This Agreement, including Exhibits A, sets forth the entire agreement of the parties relating to the subject matter hereof and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof. It binds and benefits the parties and their successors in interest, heirs, beneficiaries, legal representatives, and permitted assigns.

November 1, 2016.

**BUYER:**

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

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

Address \_\_\_\_\_

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

\_\_\_\_\_

Accepted on November 1, 2016.

**SELLER:**

MARJORIE B. RICH ESTATE, by  
HILLS BANK AND TRUST COMPANY  
Executor

By \_\_\_\_\_

Vincent Gaffney, Trust &  
Wealth Management Officer

**EXHIBIT A**  
**LEGAL DESCRIPTION**

The Southeast Quarter of the Southwest Quarter of Section 24, Township 75 North,  
Range 9 West of the Fifth Principal Meridian; in Washington County, Iowa.