

REAL ESTATE CONTRACT

IT IS AGREED this Real Estate Contract is executed by and between Estate of Betty F. Walker, deceased, by David R. Walker and Fred H. Schrader, Jr., Executors ("Sellers"); and _____ ("Buyers") on the date set forth below and upon the following terms:

1. **PROPERTY.** Sellers agree to sell and Buyers agree to buy real estate legally described as:

Lot 29 in Schlotter's Subdivision No. 2 in the South ½ of the Northwest Quarter (NW ¼) of Sec. 34, Twp. 67 North, Range 5 West of the 5th P.M., Lee County, Iowa (the "Real Estate") together with any easements and appurtenant servient estates, but subject to the following:

- a. Any zoning and other ordinances;
- b. Any covenants or instruments of record;
- c. Any easements of record including easements for public utilities, roads, and highways;
- d. Any encroachments.

2. **PRICE.** The total purchase price for the Real Estate is \$ _____ of which 10% thereof (\$ _____) has been paid contemporaneously with the execution of this Contract. Said payment made contemporaneously with the execution of this Contract shall be non-refundable unless otherwise ordered by a court of competent jurisdiction. The balance of the purchase price shall be paid at closing. In addition to the dollar amounts set forth above, Buyers shall also pay the cost and expense of any site cleanup or other action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste discovered to be or alleged to be on the Real Estate.

The purchase price will also have a five (5%) percent Buyers' premium, meaning that five (5%) percent of the bid amount shall be added to the purchase price arriving at the total purchase price. The purchase price recited above includes the five (5%) percent Buyers' premium.

3. **DEFAULT INTEREST.** Buyers shall pay interest at the rate of 10 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.

4. **REAL ESTATE TAXES.** Sellers shall pay real estate taxes prorated to the date of Closing, it being understood the March, 2019 real estate tax installment pays taxes to July 1, 2018, and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes.

5. **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.

6. **POSSESSION; CLOSING.** Possession/closing shall occur upon delivery of a merchantable abstract and appropriate deed on or about April 19, 2019.

7. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of closing. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. Buyers shall be responsible for all insurance after closing.

8. **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. If one Buyer purchases more than one tract, Sellers shall only be obligated to furnish one abstract and deed (husband & wife constitute one Buyer).

9. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Court Officer Deed. 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 perform any of their obligations under the terms of this Contract, then Sellers, in addition to retaining the 10% down payment made on the day of auction and 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.

11. **REVENUE STAMPS.** Sellers agree to pay the real estate transfer tax and to affix the stamps for said tax on a Court Officer Deed to be delivered to Buyers when all the terms of this Contract are fully satisfied.

12. **IMPROVEMENTS AND FIXTURES CONVEYED AS IS.** Buyers acknowledge that the property, including improvements and fixtures, is being sold through an auction. Buyer(s) further acknowledge that the improvements and fixtures on the property have been inspected by Buyer(s) and that Buyer(s) are relying wholly upon their knowledge and investigation of the same and not upon any statement or representation made by Sellers, the auctioneer, or by any other person representing or purporting to represent Sellers. Buyer(s) accept the property, including all improvements and fixtures, in its present condition and "as is," and "where is" with no warranties either expressed or implied.

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. **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, ASpecially 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.

16. **PERSONAL PROPERTY.** Two (2) refrigerators, stove, dishwasher, washer, dryer, wall AC unit in living room and two (2) lawn sheds are included in the sale of this property. Not included are an upright freezer, air compressor, lawn ornaments, and all personal property other than that listed as included.

17. **NO CONTINGENCIES.** This auction is not contingent upon Buyers obtaining financing or any other Buyer contingencies.

18. **NO SURVEY.** Seller is not obligated to furnish a survey. Due to this being an estate, the Seller is exempt from time of transfer inspection of the septic, per Iowa Code §455B.172(11). Any future inspections, upgrades, repairs, maintenance, or other matters involving the septic system shall be at

Buyers' expense and shall be performed in accordance with Lee County and Iowa laws and regulations.

19. **DAY OF SALE ANNOUNCEMENTS.** Any announcements made the day of sale shall take precedence over any prior advertising.

20. **TIME IS OF THE ESSENCE.** Time is of the essence of this agreement.

DATED this _____ day of _____, 2019

Executed in duplicate

SELLER:

ESTATE OF BETTY F. WALKER

David R. Walker, Executor

Fred H. Schrader, Jr., Executor

18944 Bandera Trail
Magnolia, TX 77355

302 North 16th Street
Keokuk, IA 52632

SELLERS' ADDRESS

BUYERS:

BUYERS' ADDRESS

STATE OF IOWA, COUNTY OF LEE

This instrument was acknowledged before me on _____, by David R. Walker as Executor of the Estate of Betty F. Walker.

Notary Public

STATE OF IOWA, COUNTY OF LEE

This instrument was acknowledged before me on _____, by Fred H. Schrader, Jr. as Executor of the Estate of Betty F. Walker.

Notary Public