

**RESIDENTIAL PURCHASE AGREEMENT**

BUYERS: \_\_\_\_\_

SELLER: Cheryl L. Byerly, in her capacity as Trustee of the KCMB Trust udo April 16, 2013, as amended

The undersigned BUYERS, hereby offer to buy and the undersigned SELLER, by its acceptance agrees to sell two tracts of land consisting of approximately 6.4 total acres of real property situated in Washington County, Iowa, locally known as 3266 Old White Way, Ainsworth, Iowa and legally described as:

**SEE ATTACHED EXHIBIT "A"**

together with any easements and appurtenant servient estates, but subject to any and all applicable zoning laws, covenants, restrictions, encroachments, and easements, and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for residential purposes:

**1. PURCHASE PRICE.**

A. The Purchase Price shall be \$\_\_\_\_\_ and the method of payment shall be as follows: \$\_\_\_\_\_ **(10% of sales price due on October 3, 2019)** with this offer to be deposited upon acceptance of this offer and held in trust by STEFFES GROUP, INC., as earnest money to be delivered to the SELLER upon performance of SELLER’S obligations, if any; and the balance of the Purchase Price paid in full at closing.

B. This auction sale is not contingent upon BUYERS’ financing or any other BUYERS’ contingencies. Purchasers who are unable to close due to insufficient funds or otherwise, will be in default and the deposit money will be forfeited.

C. Tract #1 and Tract #2 have been surveyed and will sell at a single, lump sum price.

**2. REAL ESTATE TAXES.**

A. SELLER shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. SELLER shall pay its prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given due and payable in the subsequent fiscal year. BUYERS shall be given a credit for such proration at closing based upon the last known actual net real estate taxes payable according to public record.

C. BUYERS shall pay all subsequent real estate taxes.

**3. SPECIAL ASSESSMENTS.**

A. SELLER shall pay in full all special assessments which are a lien on the Property as of the date of acceptance of this purchase agreement.

B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER’S possession, including those for which assessments arise after closing, shall be paid by SELLER.

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER.

D. BUYERS shall pay all other special assessments.

#### **4. RISK OF LOSS AND INSURANCE.**

SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

#### **5. POSSESSION AND CLOSING.**

If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS on or before November 15, 2019, (subject to tenant rights on both Tract #1 and Tract #2), and any adjustments of rent, insurance, taxes, interest and all charges attributable to SELLER'S possession shall be made as of the date of possession. Closing shall occur after approval of title by BUYERS' attorney and vacation of the Property by SELLER, but prior to possession by BUYERS. SELLER agrees to permit BUYERS to inspect the Property within 24 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon receipt of all funds then due at closing from BUYERS under the Agreement.

#### **6. FIXTURES.**

Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants.

Also included shall be the following: 1,000-gallon LP Tank, Refrigerator, Stove, Dishwasher, Window A/C unit, working tub in barn, and attached gates.

The following items shall not be included: Dinner Bell, Washer, Dryer, insulated cargo box, feeders, all livestock equipment and all personal property.

#### **7. CONDITION OF PROPERTY.**

The BUYERS acknowledge that they have carefully and thoroughly inspected the Property and are familiar with the premises. BUYERS are buying this real estate in its "as is" condition and there is no express or implied warranties pertaining to the Property. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted.

#### **8. ABSTRACT AND TITLE.**

SELLER, at its expense, shall promptly obtain an abstract of title to the Property continued through the date of recording of the Final Plat and deliver it to BUYERS' attorney for examination. It shall show merchantable title in SELLER in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement

after giving ten days written notice to the other party. The abstract shall become the property of BUYERS 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.

**9. SURVEYS AND SUBDIVISION.**

Both Tract #1 and Tract #2 have been surveyed and will sell together at lump sum price.

**10. DEED.**

Upon payment of the purchase price, SELLER shall convey the Property to BUYERS by Trustee Warranty Deed and Trustee Affidavit, 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. 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.

**12. APPROVAL OF COURT.**

The Property is an asset of a Revocable Trust and Court Approval of the sale is not required.

**13. REMEDIES OF THE PARTIES.**

A. If BUYERS fail to timely perform this Agreement all payments made shall be forfeited and this agreement shall no longer be in effect.

B. If SELLER fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLER are also 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.

**14. NOTICE.**

Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

**15. GENERAL PROVISIONS.**

In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

**16. CERTIFICATION.**

BUYERS and SELELR 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.

**17. INSPECTIONS.**

A. **Septic Inspection.** SELLER has had the septic pumped and inspected. A Time of Transfer Inspection Report has been obtained and is available for review.

B. **Well Inspection.** BUYERS may, at BUYERS’s expense, have any well inspected by persons of their choosing. However, SELLER will have no obligation to make repairs.

C. **Property Inspection.** BUYERS are buying this real estate in its “as is” condition. BUYERS, at their own expense, may choose to have the Property Inspected. However, SELLER will have no obligation to make repairs.

D. **Radon Inspection.** BUYERS are buying this property in its “as is” condition. BUYERS, at their own expense, may have the property tested for the presence of Radon gas by a qualified professional. However, SELLER will have no obligation to remediate the Property if the test results reveal the presence of Radon in the Property at a level greater than 4.0 pCi/L.

**18. SPECIAL PROVISIONS:**

A. Tract #1 and Tract #2 have a recorded well easement and a recorded driveway easement. Copies are available for review.

B. Tract #1 is rented on a month to month basis and is selling subject to tenant’s rights. The rent is \$800.00 per month and the rent will be prorated at closing and any security deposits will be transferred at closing. It is responsibility of the BUYERS to give the tenant a 30-day notice.

C. Termination on the pasture ground and feedlot has been served by SELLER to the tenant. Full possession will be given on March 1, 2020.

D. BUYERS shall be responsible for any fencing in accordance with Iowa law.

E. If in the future a site clean-up is required, it shall be at the expense of BUYERS.

F. STEFFES GROUP, INC., is representing the SELLER and is not representing the BUYERS in this transaction. Any announcements made the day of sale take precedence over advertising.

As evidenced by the respective signatures below the Buyers and SELLER agree to be bound to the terms and conditions of this Agreement.

Dated this 3<sup>rd</sup> day of October, 2019.

**BUYERS**

\_\_\_\_\_  
Buyer #1  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

\_\_\_\_\_  
Buyer #2  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**SELLER**

KCMB TRUST udo April 16, 2013, as amended

By: \_\_\_\_\_  
Cheryl L. Byerly, Trustee

EXHIBIT "A"

**TRACT 1**

LOT 1 OF BYERLY CATTLE COMPANY SUBDIVISION IN THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTY-FIVE (35), TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE SIX (6) WEST OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, WASHINGTON COUNTY, IOWA, CONTAINING 2.36 ACRES, MORE OR LESS, OF WHICH APPROXIMATELY 0.53 ACRE IS PUBLIC ROAD RIGHT OF WAY, AS SHOWN BY THE PLAT OF SURVEY RECORDED IN PLAT BOOK 25, PAGE 120, IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER.

**AND**

**TRACT 2**

LOT 2 OF BYERLY CATTLE COMPANY SUBDIVISION IN THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTY-FIVE (35), TOWNSHIP SEVENTY-FIVE (75), NORTH, RANGE SIX (6) WEST OF THE FIFTH (5<sup>TH</sup>) PRINCIPAL MERIDIAN, WASHINGTON COUNTY, IOWA, CONTAINING 3.68 ACRES, MORE OR LESS, OF WHICH APPROXIMATELY 0.33 ACRE IS PUBLIC ROAD RIGHT OF WAY, AS SHOWN BY THE PLAT OF SURVEY RECORDED IN PLAT BOOK 25, PAGE 120, IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER.