

REAL ESTATE CONTRACT

IT IS AGREED between Richard L. Sass and Debora K. Sass, husband and wife, ("Sellers"); and _____ ("Buyers").

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

The Fractional Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Five (5) Twenty-five (25), Township Ninety-two (92) North, Range Eighteen (18) West of the 5th P.M., Butler County, Iowa lying East of the railroad EXCEPT the South 330 feet thereof (the exact legal description shall be determined by the abstract, and in the event of a discrepancy between the above stated legal description and the abstract, the abstract shall govern)

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;
- d. any restrictions of record;
- e. any reservations of mineral rights of record; and
- f. any encroachments,

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is _____ Dollars (\$ _____) of which a ten (10) percent down payment of _____ Dollars (\$ _____) has been paid at the time of the execution of this Real Estate Contract with said funds to be deposited in the Coonley Trust Account. Buyers shall pay the balance in full at closing to the Coonley Trust Account in good funds at Hampton, Iowa.
2. **REAL ESTATE TAXES.** Sellers shall pay the real estate taxes becoming delinquent on April 1, 2020 and any prior real estate taxes. Sellers shall give Buyers a credit at closing for the real estate taxes becoming delinquent on October 1, 2020 and for a pro-rated portion of the real estate taxes becoming delinquent on April 1, 2021. Buyers shall pay all subsequent real estate taxes. The proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable.
3. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of closing.
4. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate simultaneous with closing, provided Buyers are not in default under this contract. Closing shall be as soon as reasonably practical after merchantable title has been established, with

a tentative closing date of January 6, 2020.

5. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through a then current date and deliver it to Buyers for examination. Such abstract shall be continued by an abstract company having a complete tract index. The abstract 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.
6. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as antenna, fencing, and gates shall be considered a part of Real Estate and included in the sale.
7. **CARE OF PROPERTY.** Buyers shall take good care of the Real Estate during the period of time between contract signing and closing, and shall deliver the Real Estate to the Sellers in no worse condition than it was in at the time of contract signing.
8. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Warranty 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.
9. **REMEDIES OF THE PARTIES.**
 - a. If Buyers fail to perform any of the agreements as herein made or required; then Sellers, 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.

- 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.
10. **JOINDER BY SELLER'S SPOUSE.** In the event that Debora K. Sass is not a titleholder at the time of signing this contract, then she 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 for this purpose.
11. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.
12. **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.
13. **RELEASE OF RIGHTS.** Each of the Sellers 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.
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, "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.

15. HOMESTEAD WAIVER CLAUSE.

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 _____, 2019 _____
Buyer

Dated _____, 2019 _____
Buyer

16. **CURRENT FARM TENANCY.** The Seller has properly served the current farm tenant with notice of termination of the existing farm tenancy. Accordingly, the Real Estate will be available for Buyer to farm starting with the 2020 farm year.

17. **NO BUYER CONTINGENCIES.** Buyers' performance under this Real Estate Contract is not contingent upon Buyers receiving financing, or on any other fact or circumstance.

18. **REPORT OF SALE TO FSA OFFICE.** It is the obligation of Buyer to report to the appropriate county FSA office information regarding the completion of the sale in order to make any adjustments and/ receive any benefits related to any government programs. In the event of an acreage discrepancy between this Real Estate Contract and the number of acres determined by the FSA office, this Real Estate Contract shall govern.

19. **FENCING AND ENTRANCES.** The Buyer shall be responsible for providing or maintaining any required fencing in accordance with state law. Further, Buyer shall be responsible for installing any entrances needed or desired.

20. **COMMISSION AND AGENCY.** Steffes Group, Inc. is representing the Seller. Seller is solely responsible for any compensation due to Steffes Group, Inc. because of the sale of the Real Estate, unless Buyer has made direct written arrangements with Steffes Group, Inc., in which case Buyer is responsible in accordance with those direct written arrangements. Buyer acknowledges that any announcements made on the day of sale take precedence over the advertising materials.

21. **1031 EXCHANGE.** The parties acknowledge that the Buyers may acquire the Real Estate as replacement property as part of a tax deferred exchange as defined in Internal Revenue Code Section 1031. Further, the parties acknowledge all right, title, and interest in this Contract may be assigned by Buyers to a Qualified Intermediary or an EAT for the purpose of facilitating said tax deferred exchange in accordance with the Internal Revenue Code and the Internal Revenue Service Regulations. Sellers agree to cooperate with Buyers and with the Qualified Intermediary or EAT by executing any documentation

reasonably necessary to effect said exchange. In doing so, Sellers will bear no additional costs or liabilities as a result of Buyer's intent to engage in a tax deferred exchange. Any assignment by Buyers will not release Buyers from Buyers' duty to perform under this Real Estate Contract unless specifically stated in writing by Sellers. Buyer's performance under this Real Estate Contract is not conditional upon Buyers' ability to effect said exchange.

22. **"AS IS" CONDITION.** Buyers are taking the property in its "AS IS" condition. Buyers acknowledge that they have fully and carefully inspected the Real Estate and are familiar with the Real Estate. Buyers are purchasing the Real Estate in its "AS IS" condition and acknowledge that Sellers are providing no warranty of any kind, either expressed or implied, and that the sale and purchase of the Real Estate is on an "AS IS" basis, including as to any environmental conditions.
23. **COUNTERPARTS.** This Real Estate Contract may be executed in counterparts with all counterparts taken together to form the original agreement, just as if all parties had signed the same document. Signatures which have been photocopied or sent by facsimile or "scanned" and sent by electronic delivery shall have the same force and effect as original signatures.
24. **SURVIVAL OF CLOSING.** The provisions of this Real Estate Contract shall survive the closing.
25. **HEADINGS.** The use of headings is for convenience only. Headings are not intended to modify the content of any wording contained in the body.

Dated: _____, 2019.

SELLERS:

BUYERS:

Richard L. Sass

Debra K. Sass