

**REAL ESTATE CONTRACT  
Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

James W. Miller, 420 N. Roosevelt Ave. Suite 110, Burlington, IA 52601  
Phone: (319) 752-4537

**Taxpayer Information:** (name and complete address)

**Return Document To:** (name and complete address)

James W. Miller, 420 N. Roosevelt Ave. Suite 110, Burlington, IA 52601  
Phone: (319) 752-4537

**Grantors:**

Kristopher E. Spratt

**Grantees:**

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:** \_\_\_\_\_

**IT IS AGREED** between Kristopher E. Spratt. ("Seller"); and \_\_\_\_\_  
("Buyers").

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

Auditor's Parcel "A" being a part of the Northeast Quarter of the Southwest Quarter of Section 32, Township 70 North, Range 6 West of the Fifth P.M. in Henry County, Iowa and more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter of said Section 32, thence North 89 degrees 33 Minutes 01 Seconds West, a distance of 277.00 feet, along the North line of the Southwest Quarter of said Section 32, to a 12 inch long spike, said point being the POINT OF BEGINNING; thence continuing along the North line of said Southwest Quarter, North 89 Degrees 33 Minutes 01 Seconds West, a distance of 453.00 feet, to a 12 inch long spike; thence South 00 Degrees 26 Minutes 59 Seconds West, a distance of 265.00 feet, to a 5/8 inch diameter rebar; thence South 89 Degrees 33 Minutes 01 Seconds East, a distance of 453.00 feet, to a 5/8 inch diameter rebar; thence North 00 Degrees 26 Minutes 59 Seconds East, a distance of 265.00 feet to the POINT OF BEGINNING; said described tract containing 2.76 Acres, more or less, including 0.34 Acres of right of way along county road 335<sup>th</sup> Street.

Subject to Easement and Agreement filed May 5, 2006 in Book 2006 Page 1241 of the records of the Recorder of Henry County, Iowa.

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

1. **PRICE.** The total purchase price for the Real Estate is \_\_\_\_\_ and Dollars (\$ \_\_\_\_\_) of which 10% been paid. Buyers shall pay the balance to Sellers at closing.
2. **REAL ESTATE TAXES.** Sellers shall pay prorated taxes 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.
3. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of date of closing. All other special assessments shall be paid by Buyers.
4. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate at closing, provided Buyers are not in default under this contract. Closing shall be on or before June 5, 2020.
5. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements.
6. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through date of auction and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or 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.

7. **CARE OF PROPERTY.** Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.
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 (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to keep it in reasonable repair as herein required; or (c) 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.

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.

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

11. **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.

12. **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.

**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: \_\_\_\_\_

\_\_\_\_\_, Buyer

13. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** This property is served by a private sewage disposal system. See Section 14(c) below.

14. **ADDITIONAL PROVISIONS.**

A. This online auction will have a 5% buyer's premium. This means the Buyer's premium in the amount of 5% of the bid amount shall be charged to the Buyer and added to the bid amount to arrive at the total contract purchase price.

B. Down payment is due on the day the bidding closes.

C. It shall be the Buyer's responsibility and expense to have the septic system pumped & inspected, prior to closing, as required by the Iowa DNR. It shall also be the Buyer's responsibility and expense, if needed, to upgrade, repair, or any other matters to the septic system in accordance with Henry County & Iowa Laws & regulations. Prior to closing, the Buyer shall acquire the proper paperwork required by the Henry County Sanitarian for the septic system.

D. The Seller shall not be obligated to furnish a survey.

E. This real estate is subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.

F. This auction sale is not contingent upon Buyer's financing or any other Buyer contingencies.

G. Purchasers who are unable to close due to insufficient funds or otherwise, will be in default and the deposit money will be forfeited.

H. The Buyer acknowledges that Buyer has carefully and thoroughly inspected the real estate and is familiar with the premises. They Buyer is buying this real estate in its "AS IS" condition and there are no expressed or implied warranties pertaining to the condition of the real estate.

I. Steffes Group, Inc. is representing the Seller.

J. Any announcements made the day of sale take precedence over advertising.

Dated: April 21, 2020.

\_\_\_\_\_  
Kristopher E. Spratt

\_\_\_\_\_, Buyer

**INDIVIDUAL NOTARY**

STATE OF IOWA, COUNTY OF DES MOINES

This record was acknowledged before me on April 21, 2020, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

**INDIVIDUAL NOTARY**

STATE OF IOWA, COUNTY OF DES MOINES

This record was acknowledged before me on April 21, 2020, by Kristopher E. Spratt.

\_\_\_\_\_  
Signature of Notary Public