

**CONTRACT FOR REAL ESTATE REGARDING
1519 FOURTH STREET SOUTHWEST, MASON CITY, IOWA**

1. **PARTIES IDENTIFIED.** This Agreement is between:

“Sellers” First Citizens Bank, an Iowa Banking Corporation,

and

“Buyers” As identified on the signature page of this Agreement.

2. **REAL ESTATE DESCRIPTION.** Buyers agree to buy and Sellers agree to sell the “Real Estate” described in Exhibit “A” attached hereto and by this reference made a part hereof located in Cerro Gordo, 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
- (d) what a survey would reflect regarding determination of boundaries.

The exact legal description shall be as set forth in the Abstract to be provided at Sellers’ expense.

3. **PRICE, PAYMENT TERMS, EARNEST MONEY, PLACE OF CLOSING, AND DATE OF CLOSING.**

- A. In addition to the additional terms as set forth below, the purchase price shall be \$_____.
- B. Ten percent (\$_____) shall be paid at this time in trust to Heiny Law Firm Trust Account and the balance (\$_____) shall be paid at the time of closing.
- C. The closing shall be at Heiny Law Firm, 11 4th Street N.E., Mason City, Iowa 50401 at such other place as the parties may agree, on the date of closing.
- D. The closing shall be on or before June 12, 2020, or as soon as reasonably possible thereafter.

4. **REAL ESTATE TAXES.** Sellers shall pay real estate taxes in the “customary fashion” to the date of closing, and any unpaid real estate taxes payable in prior years. By way of illustration, if closing occurs June 12, 2020, then Sellers shall pay that installment that is due September 30, 2020, and that

becomes delinquent October 1, 2020, and 163/181 of that installment that is due March 31, 2021 and that becomes delinquent April 1, 2021, and all taxes payable thereon for prior years.

Buyers shall pay all subsequent real estate taxes. The parties shall "prorate" for those taxes not presently payable.

Any proration of real estate taxes shall be based on information available at the time of closing.

5. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien as of the date of this Contract.

6. **INSURANCE.** The parties shall insure their respective interests in the Real Estate until the day of closing in such amounts and with such coverages as the parties deem appropriate.

7. **RISK OF LOSS.** All risk of loss shall remain with Sellers until closing.

8. **CARE AND MAINTENANCE.** The Real Estate shall be preserved in its present condition and delivered intact at the time of closing.

9. **CONDITION OF PROPERTY.** Buyers state Buyers have inspected the Real Estate and accept the Real Estate "AS IS" and "WITH ALL FAULTS." This Contract is not contingent upon further inspections. Sellers will have no obligations to make improvements or to remove any materials now on site.

10. **POSSESSION.** If Buyers timely perform all obligations, possession shall be delivered at the time of closing, subject to the terms that follow.

11. **RENTS.** Sellers shall be entitled to all rents for the Real Estate due prior to and including the date of closing.

12. **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.

13. **ABSTRACT AND TITLE.** Sellers, at Sellers' expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of execution of this Agreement and deliver the Abstract to Buyers for Examination. The abstract shall show merchantable title in Sellers in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of Buyers when the purchase price is paid in full. 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.

14. **DEED.** Upon payment of the purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by a Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in paragraphs 2(a) through 2(d). Any warranties of title shall extend only to the time of execution of this Contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

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

16. REMEDIES OF THE PARTIES.

- A. If Buyers fail to timely perform this contract, Sellers may forfeit this contract as provided in the Iowa Code, and all payments made shall be forfeited or, at Sellers' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.
- B. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.
- C. Buyers and Sellers also are 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.

17. CONTRACT BINDING ON SUCCESSORS IN INTEREST.

- A. This contract shall apply to and bind the successors in interest of the parties.
- B. 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 Buyers' intent to engage in a tax deferred exchange.

Any assignment by Buyers will not release Buyers from Buyers' duty to perform under this Contract unless specifically stated in writing by Sellers.

Buyers' performance under this Contract is not conditional upon Buyers' ability to make it conditioned.

- C. The parties acknowledge that Sellers may sell the Real Estate as relinquished property as part of the 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 Sellers to a qualified intermediary or an EAT for purposes of facilitating said tax-deferred exchange in accordance with Internal Revenue Code and the Internal Revenue Service regulations.

Buyers agree to cooperate with Sellers and with the qualified intermediary or EAT by executing any documentation reasonably necessary to effect said exchange. In doing so, Buyers will bear no additional cost or liabilities as a result of Sellers' intent to engage in a tax-deferred exchange.

Any assignment by Sellers will not release Sellers from Sellers' duty to perform under this Contract until specifically stated in writing by Buyers.

Sellers' performance under this Contract is not conditioned upon Sellers' ability to effect said exchange.

18. ADDITIONAL TERMS.

- A. The aforementioned purchase price includes a 10% Buyer's premium (the "Premium"), which shall be calculated as 10% of the final bid of Buyer, but which shall not exceed \$1,000.00.
- B. Sellers have no obligation to provide a Survey to Buyers. Buyers may, at their own expense, acquire a survey. However, nothing contained within the Survey shall excuse Buyer's performance.
- C. All future site clean-up shall be the responsibility of the Buyers. Buyers take subject to any such obligations, and acknowledge that Buyers have carefully and thoroughly inspected the Real Estate and are familiar with the premises.
- D. Buyers are purchasing the Real Estate AS IS AND WITH ALL FAULTS. Neither Sellers nor their Agents make any representations, expressed or implied, or warranties pertaining to the condition of the Real Estate.
- E. Included with the sale of the Real Estate are the walk-in cooler/freezer, light fixtures, outdoor sign, and any item present on the day of closing.
- F. **Notwithstanding anything to the contrary herein, specifically excluded from the sale are booths, any attached décor, exhaust hoods and Ansul systems, flat screen televisions, and all restaurant equipment, attached or unattached. Any interpretation regarding this provision shall be construed to the benefit of Sellers.**

19. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

20. **EXECUTION.** This Agreement may be executed upon separate copies and becomes effective when both parties have signed, whether on the same or separate copies of this Contract. 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.

The balance of this page is intentionally left blank.

**SIGNATURE PAGE OF SELLERS TO CONTRACT FOR REAL ESTATE
REGARDING
1519 FOURTH STREET SOUTHWEST, MASON CITY, IOWA**

“Sellers”

First Citizens Bank

By: _____ Dated: _____
Robert J. Klocke, Senior Vice President and Chief Credit Officer

**SIGNATURE PAGE OF BUYERS TO CONTRACT FOR REAL ESTATE
REGARDING
1519 FOURTH STREET SOUTHWEST, MASON CITY, IOWA**

“Buyers”

Dated: _____

Name: _____
SSN/EIN: _____
Address: _____

Phone: _____

Dated: _____

Name: _____
SSN/EIN: _____
Address: _____

Phone: _____

Attorney for Buyers:

Name: _____
Address: _____

Phone: _____

Lender for Buyers:

Name: _____
Address: _____

Phone: _____

EXHIBIT "A"
TO CONTRACT FOR REAL ESTATE REGARDING
1519 FOURTH STREET SOUTHWEST, MASON CITY, IOWA

BEGINNING AT A POINT 767.09 FEET WEST AND 33.0 FEET SOUTH OF THE EAST QUARTER CORNER OF SECTION EIGHT (8), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M.; THENCE WEST 160.35 FEET; THENCE SOUTHERLY 26.7 FEET AT RIGHT-ANGLES WITH THE CENTERLINE OF U.S. HIGHWAY NO. 18 (NOW KNOWN AS U.S. HIGHWAY 122); THENCE WEST 81 FEET, MORE OR LESS, PARALLEL WITH AND 60 FEET SOUTH FROM THE CENTERLINE OF U.S. HIGHWAY 18 (NOW KNOWN AS HIGHWAY 122) TO THE CENTERLINE OF CHESALEA CREEK; THENCE SOUTH ALONG THE CENTERLINE OF CHESALEA CREEK TO A POINT WHICH IS 183.0 FEET SOUTH FROM THE EAST-WEST CENTERLINE OF SAID SECTION EIGHT (8); THENCE EASE 231 FEET MORE OR LESS TO A POINT WHICH IS 150.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 150.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 150.0 FEET TO THE POINT OF BEGINNING, THE EAST-WEST CENTER LINE OF SECTION EIGHT (8) IS ASSUMED TO BEAR DUE WEST, EXCEPT THAT PART DEEDED TO THE STATE OF IOWA OCTOBER 15, 2003 AS DOCUMENT NO. 2003-13762

AND

OUTLOT B IN EAST WILLOWBROOK PLAZA REPLAT, MASON CITY, IOWA,

(the "Real Estate").