

Preparer: Anthony A. Longnecker, Nyemaster Goode, P.C., 700 Walnut, Suite 1600, Des Moines, IA 50309-3899
Address tax statements: _____

REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between
Iowa State Bank, Clarksville, Iowa
("Seller"); and

("Buyer").

Seller agrees to sell and Buyer agrees to buy real estate in Butler County, Iowa, described as:

Lot Six (6) and the North Six (6) feet of Lot Seven (7), in Block One (1), of Harms & Poppe's Addition to Clarksville, Iowa, from Oct. 5, 1949, at 8:00 a.m.

South Sixty (60) feet of Lot Seven (7), in Block One (1), of Harms & Poppe's Addition to Clarksville, Iowa, from Mach 28, 1951 at 8:00 a.m.

South Ten (10) feet of the West Ninety-five (95) feet of Lot Three (3), in Block One (1), of Harms & Poppe's Addition to Clarksville, Iowa, from Dec. 1, 1978, at 8:00 a.m.

(which combined description is the South 10 feet of the West 95 feet of Lot 3, and all of Lots 6 and 7, in Block 1, of Harms and Poppe's Addition to Clarksville, Iowa.)

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants, restrictions or encroachments of record; c. any easements of record for public utilities, roads and highways and any other matters; and d. (consider: liens; mineral rights; other easements; interest of others.)

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

1. **PRICE.** The total purchase price for the Real Estate is \$ _____ of which (10%) \$ _____ has been paid. Buyer shall pay the balance to Seller at Iowa State Bank, 904 Florence Street, Parkersburg, IA 50665, or as directed by Seller, as follows:

The buyer shall pay Seller the balance of \$_____ on the date of possession, and upon Seller's delivery of an Abstract of Title showing merchantable title, and a Warranty Deed, and otherwise complying with the terms of this Contract.

2. **INTEREST.** Buyer shall pay interest at the rate of 12.0% per annum on all delinquent amounts and any sum reasonably advanced by Seller to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.**

a. The Seller shall pay all real estate taxes that are liens for all years prior to the date of this Real Estate Contract and all those that are due and payable in the fiscal year in which possession is given.

b. The Seller shall pay their pro-rated share, based upon the Possession Date (defined below), of the real estate taxes for the fiscal year in which possession is given, which are due and payable in the subsequent fiscal year. Buyer shall be given a credit for such pro-ration at closing based upon the last known actual real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

4. **SPECIAL ASSESSMENTS.** Seller 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 Buyer.

5. **POSSESSION & CLOSING.** Seller shall give Buyer possession of the Real Estate on October 16, 2020 ("Possession Date"), provided Buyer is not in default under this contract. Closing shall be on October 16, 2020, in the offices of Iowa State Bank, 904 Florence Street, Parkersburg, IA 50665.

6. **INSURANCE.** Seller shall maintain existing insurance upon the Real Estate until the date of possession. Buyer shall accept insurance proceeds instead of Seller replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyer shall keep the improvement on the Real Estate insured against loss of fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Seller and Buyer as their interests may appear. Buyer shall provide Seller with evidence of such insurance.

7. **ABSTRACT AND TITLE.** Seller, at its expense, shall obtain an abstract of title to the Real Estate continued through the date of this contract, and deliver it to Buyer for examination. It shall show merchantable title in Seller 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 Buyer when the purchase price is paid in full, however, Buyer reserves the right to occasionally use the abstract prior to full payment of the purchase price. 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 its assignees.

8. **CARE OF PROPERTY.** Buyer 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. Buyer shall not make any material alteration to the Real Estate without the written consent of the Seller.

9. **DEED.** Upon payment of purchase price, Seller shall convey the Real Estate to Buyer or its 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 Seller continuing up to time of delivery of the deed.

10. **REMEDIES OF THE PARTIES.** a. If Buyer fails to timely perform this contract, Seller may, at Seller's option, forfeit Buyer's rights in this contract as provided in the Iowa Code, and all payments made by Buyer shall be forfeited. If Buyer fails to timely perform this contract, Seller, at its 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 Buyer 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 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 Seller, in such action file an election to waive any deficiency judgment against Buyer 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 Buyer, and the time periods in Section 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) Seller in such action file an election to waive any deficiency judgment against Buyer or its successor in interest in such action. If the redemption period is so reduced, Buyer or its successors in interest or the owners 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 Buyer 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.

b. If Seller fails to timely perform its obligations under this contract, Buyer shall have the right to terminate this contract and have all payments made returned to them.

c. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

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

12. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyer grants the Seller a security interest in the personal property and Buyer shall execute the necessary financing statements and deliver them to Seller.

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. **RELEASE OF RIGHTS.** Buyer 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.

15. **INSPECTION OF PROPERTY:** Buyer acknowledges that Buyer has made a satisfactory inspection of the Real Estate and Buyer is purchasing the Real Estate in its existing condition.

16. **CERTIFICATION:** Buyer and Seller 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 for 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. **ADDITIONAL PROVISIONS.** The Buyer shall pay a 5% Buyer's premium over the bid amount. 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.

a. Buyer is purchasing the Real Estate subject to the tenant's rights regarding the upstairs apartment. The apartment which is currently leased for \$729.00 per month with the utilities paid by the landlord. The lease is through October 15, 2020. The tenant will provide a minimum 30 day written notice upon vacating the residence, after the lease has expired. The

rent will be prorated to the date of possession, any security deposits and/or pet deposits, if any, will be transferred at closing. It is the responsibility of the Buyer to give tenant notice of termination of the lease. Copies of the lease are available at www.steffesgroup.com.

- b. This Real Estate Contract and the related auction of this Real Estate by Steffes Group, Inc. (“Auctioneer”) are not contingent upon Buyer’s financing or any other Buyer contingencies.
- c. If Buyer is unable to close due to insufficient funds or otherwise, Buyer will be in default and the deposit money will be forfeited to Seller.
- d. If in the future a site clean-up, environmental or otherwise, is required it shall be at the expense of Buyer.
- e. This Real Estate is being purchased subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.
- f. Buyer acknowledges that they have carefully and thoroughly inspected the Real Estate and are familiar with the premises. Buyer is buying this Real Estate in its “as is” condition and there are no expressed or implied warranties pertaining to the same.
- g. Seller shall not provide a survey.
- h. All dimensions and descriptions are approximations only based upon the best information available and are subject to possible variation. Sketches may not be drawn to scale and photographs may not depict the current condition of the Real Estate. Buyer should inspect the Real Estate and review all the pertinent documents and information available and verify all information to their satisfaction, as Buyer is responsible for evaluation of the Real Estate and shall not rely upon the Seller, Broker or Auctioneer, their employees or agents.
- i. The Seller, Broker and Auctioneers do not warrant with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal, state or local law. Buyer is responsible for inspection of the Real Estate prior to purchase for conditions including but not limited to water quality conditions that may affect the usability or value of the real estate.
- j. Steffes Group, Inc. is representing the Seller as Broker and Auctioneer.
- k. Any announcements made the day of sale take precedence over advertising.
- l. This Contract includes the following items located on the Premises:
 - (i) 5 glass front coolers
 - (ii) shelving
 - (iii) booths
 - (iv) carts
 - (v) office furniture
 - (vi) outdoor sign
- n. The personal property of the tenant of the Real Estate is not included in this Contract.

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: _____, 2020

IOWA STATE BANK, CLARKSVILLE, IOWA

_____ By: _____
Name: _____
Title: _____
_____ Seller
Buyer

Address: _____

Telephone #: _____

Attorney: _____

Lender: _____