

**REAL ESTATE CONTRACT  
(SHORT FORM)  
Recorder's Cover Sheet**

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**Taxpayer Information:**

**Return Document To:**

**Grantors:** Harold Keith Watson Revocable Trust Dated October 8, 2012

**Grantees:**

**Legal Description:** See Page 2

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



## REAL ESTATE CONTRACT (SHORT FORM)

**IT IS AGREED** between John S. Watson, Sr. and Jeannette S. Haynie as Co-Trustees of the Harold Keith Watson Revocable Trust Dated October 8, 2012 ("Sellers"); and \_\_\_\_\_ ("Buyers").

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

The West half of the Southwest quarter of Section 5, Township 73, Range 9, Jefferson County, Iowa, except a strip of land 50 feet wide on each side of the center of the Burlington & Western Railroad, containing 76 acres, more or less, subject to roads and highways.

AND

A Strip of land 100 feet in width extending over and across the West Half of the Southwest Quarter of Section 5, Township 73 North, Range 9 West, of the Fifth Principal Meridian, said strip of land being 50 feet in width on each side of the center line of the main track (now removed) of the Burlington and Western Railway Company (later the Chicago, Burlington and Quincy Railroad Company, the Minneapolis and St. Louis Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 5. Subject to all public roads and highways located on the above-described real estate.

Subject to any and all public or private utilities now located on the above-described real estate.

Except Tract 3, which is approximately 2 acres, more or less, to include the house and outbuildings located on the real estate described above. The Seller will provide a survey of Tract 3 if the buyers of Tract 2 and Tract 3 are not the same.

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. (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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of which \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) has been paid. Buyers shall pay the balance to Sellers at \_\_\_\_\_ or as directed by Sellers, as follows: 10% down at signing of contract and remaining balance due and payable at closing.
2. **INTEREST.** Buyers shall pay interest from \_\_\_\_\_ on the unpaid balance, at the rate of \_\_\_\_\_ percent per annum, payable \_\_\_\_\_. Buyers shall also pay interest at the rate of [penaltyinterest] percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.
3. **REAL ESTATE TAXES.** Sellers shall pay taxes prorated to the date of possession 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.

4. **SPECIAL ASSESSMENTS.** Sellers 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 Buyers.
5. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on June 1, 2021, subject to current tenant's rights to tillable land, provided Buyers are not in default under this contract. Closing shall be on June 1, 2021.
6. **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. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.
7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract and deliver it to Buyers for examination. It 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.
8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)
9. **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.
10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Trustee 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.
11. **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 pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property

insured; or (d) fail to keep it in reasonable repair as herein required; or (e) 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 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 by 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 Sellers, in such action file an election to waive any deficiency judgment against Buyers 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 Buyers, and the time periods in Sections 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) 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.

**12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

**13. JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, 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.

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

**15. PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

**16. 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.

**17. RELEASE OF RIGHTS.** Each of the Seller 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.

**18. 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: _____, 2021	_____, Buyer
	_____, Buyer

**19. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

**20. ADDITIONAL PROVISIONS.**  
See Attached.

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
John S. Watson, Sr., Co-Trustee

Harold Keith Watson Revocable Trust Dated October 8, 2012, Seller

\_\_\_\_\_  
Jeanette S. Haynie, Co-Trustee

## ADDITIONAL PROVISIONS

- a) This online auction will have a buyer's premium of \$1,000 per Tract. This will be added to the bid amount to arrive at the total contract purchase price.
- b) Bidding on Tracts 1 & 2 will be by the acre. The multiplier used to determine the total bid amount for Tract 1 will be the Lot Area acres shown on the Jefferson County Assessors Beacon site. The multiplier used to determine the total bid amount for Tract 2 will be the Lot Area acres shown on the Jefferson County Assessors Beacon site, less Tract 3 acres. If a survey is required for Tract 2, and the recorded surveyed acres is different than the state acres, then adjustments to the final contract price will be made accordingly at closing on Tract 2. Seller shall not be obligated to furnish a survey on Tracts 1 & 2.
- c) Bidding on Tract 3 will be a lump sum price. In the event the Buyers of Tracts 2 & 3 are not the same, then a survey of Tract 3 will be completed prior to final settlement/closing. If the recorded surveyed acres of Tract 3 is different than the stated acres, no adjustments will be made to the final contract price on Tract 3, as it is selling lump sum price. The seller shall not be obligated to furnish a survey of Tract 3, if the buyers of Tract 2 & 3 are the same.
- d) Tract 1 & 2 are cash rented for the 2021 farming season. Tract 1 cash rent is \$200 per acre. Tract 2 cash rent is \$250 per acre. The Buyer(s) will receive the second half of the cash rent payment from the tenant due upon the completion of the fall harvest as follows:  
Tract 1 - \$3,602.50  
Tract 2 - \$9,625.00
- e) Tracts 1 & 2, it shall be the responsibility of the Buyer(s) to serve tenant notice, prior to September 1, 2021, if so desired.
- f) Due to this being a transfer by a fiduciary of a trust, the seller will be exempt from Time of Transfer Inspection of the septic, according to Iowa Code 455B.172(11)-3. Any future inspections, upgrades, repairs, maintenance, or other matters to the septic system will be at the Buyer's expense in accordance with Jefferson County and Iowa Laws & Regulations.
- g) If one buyer purchases more than one tract, the seller shall only be obligated to furnish one abstract and deed (husband and wife constitute one buyer).
- h) It shall be the obligation of the buyer to report to the Jefferson County FSA office and show filed deed in order to receive the following if applicable: A. Allotted base acres. B. Any future government programs.
- i) This auction sale is not contingent upon Buyer's financing or any other Buyer contingencies.
- j) Purchasers who are unable to close due to insufficient funds or otherwise, will be in default and the deposit money will be forfeited.
- k) The Buyer(s) shall be responsible for any fencing in accordance with state law.
- l) The Buyer(s) will be responsible for installing his/her own entrance, if needed or desired.
- m) If in the future a site clean-up is required, it shall be at the expense of the buyer.
- n) This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.

- o) The buyer(s) acknowledge that they have carefully and thoroughly inspected the real estate and are familiar with the premises. The buyer(s) are buying this real estate in its “as is” condition and there are no expressed or implied warranties pertaining to the real estate.