

# REAL ESTATE AUCTION CONTRACT

**IT IS AGREED** between the Jack Hall Revocable Trust, ("Seller"); and \_\_\_\_\_ ("Buyer"), that Seller agrees to sell and Buyer agrees to buy real estate in Des Moines County, Iowa, described as:

Tract #1 – 69.19 acres  
Sections 4 and 33, Union "E" Township, Des Moines County, Iowa

1. **PRICE.** The Buyer covenants and agrees to pay to the Seller as the purchase price for said real estate the sum of \$ \_\_\_\_\_ Dollars, payable in the following manner, to-wit:

Ten Percent (10%) or \$ \_\_\_\_\_ upon the execution of this contract and the balance of \$ \_\_\_\_\_ on or before May 20, 2022 (projected), upon delivery of deed and merchantable abstract of title as provided in paragraph 6.

2. **REAL ESTATE TAXES.** Seller shall be responsible for the real estate taxes prorated to date of possession on the basis of the last available tax statement and any unpaid real estate taxes payable in prior years. Buyer shall pay all subsequent real estate taxes.

3. **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.

4. **POSSESSION AND CLOSING.** Seller shall give Buyer possession of the Real Estate at Closing, subject to tenant's rights. Closing shall be on or before May 20, 2022 (projected).

5. **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.

6. **ABSTRACT AND TITLE.** Seller, at its expense, shall promptly 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.

7. **SURVEY.** Tract #1 will be sold by the acre. Seller shall not be obligated to furnish a survey for Tract #1. The multiplier used to determine the total bid amount for Tract #1 will be the Assessor acres of 73.31, less Tract #2 surveyed acres. In the event the final survey for Tract #2 is not completed by auction day or if the recorded survey is different than the announced surveyed acres, adjustments to the final contract price of Tract #1 will be made accordingly at final settlement/closing. No adjustments to the contract price will be made on Tract #2 as it is selling lump sum price.

8. **CARE OF PROPERTY.** Seller shall take good care of the property; shall keep the building, 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. The Buyer shall be responsible for any desired fencing in accordance with Iowa state law.

9. **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.

10. **DEED.** Upon payment of purchase price, Seller shall convey the Real Estate to Buyer 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.** In case of the failure of the Buyer to make any of the payments herein provided to be made, or the Buyer's failure to perform any of the covenants and obligations herein contained, the Seller may at the Seller's option and in addition to all other remedies available to the Seller, either at law or in equity, declare a forfeiture of the Buyer's rights hereunder and the Buyer shall forfeit all payments made on this contract and all improvements made and all buildings erected on the Real Estate which payments and improvements, if any, shall become the property of the Seller as compensation for the loss of use of said premises and as liquidated damages for the breach of this contract, and the Buyer and all those claiming by, through or under said Buyer, shall forthwith peaceably remove from said premises, or in default thereof shall be treated as tenants unlawfully holding over after the expiration of a lease and may be evicted without any further notice of termination other than the thirty-day (30) notice of forfeiture as is required by law. It is agreed that no extension of time of payment or waiver of default in the payment of any installment of principal or interest due hereunder, or the waiver of any other default shall affect the right of the Seller to require prompt payment of any subsequent installment of principal or interest, or to declare a forfeiture for any default. In case of suit in equity or action at law to enforce any terms hereof, or the foreclosure of this contract, it is agreed that a reasonable attorney's fee shall be taxed as a part of the costs thereof.

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

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.** The Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waive all rights of exemption as to any of the property.

15. **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 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.

16. **AS IS CONDITION.** The Buyer acknowledges that he/she has carefully and thoroughly examined the real estate and is familiar with the premises. The Buyer is buying this real estate in its "as is" condition and there no express or implied warranties pertaining to the same.

17. **SITE CLEANUP.** If, in the future, a site cleanup is necessary, it will be at the expense of the Buyer.

18. **GENERAL INFORMATION & SPECIAL PROVISIONS.**

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

b. Down payment is due on the day the bidding closes and signing of the real estate contracts will take place through email and electronic document signatures. In the event the auction bidding closes after 3:00 P.M., the earnest money will be due the following business day.

c. Tracts will be tied together with the bidding set to close simultaneously. If a bid is placed with less than 4 minutes left on the auction, the time on the auction will extend another 4 minutes. This will continue until no bids are placed within the last 4 minutes. Each Tract will stay in bidding extension until there are no more bids placed on either of the Tracts.

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

e. If Buyer is unable to close due to insufficient funds or otherwise, Buyer will be in default and the deposit money will be forfeited.

f. If Buyer is purchasing more than one tract from Seller, the Seller shall only be obligated to furnish one abstract and Deed. (Husband and wife constitute one Buyer.)

g. All drawings, lines and boundaries are approximate and subject to final survey of Tract #2.

h. All mineral rights, if any, held by Seller will be transferred upon closing.

i. In the event Tracts #1 & #2 are two different Buyers, then Tract #2 will have an easement established for ingress & egress on the northern part of the lane in favor of Tract #1 and the Buyer of Tract #1 will be responsible for clearing a field entrance to the bottom fields.

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

k. Buyer shall be the responsible for any fencing in accordance with Iowa State law.

l. Buyer shall be responsible for installing their own entrance if needed or desired.

m. The land is rented for the 2022 farming season. The Buyer will receive the second half of the 2022 cash rent of \$4,500.00. This will be paid to the Buyer and is due on November 15, 2022.

n. It is the obligation of the Buyer to report to the appropriate County FSA office and show filed deed(s) in order to receive the following if applicable:

- A. Allotted base acres;
- B. Any future government programs;
- C. Final tillable acres will be determined by the FSA office.

o. Buyer agrees to follow all requirements of conservation plans and practices required by the FSA to maintain eligibility in the Conservation Reserve Program. Buyer agrees to accept responsibility and liability for any actions by the Buyer which would endanger eligibility for the CRP or actions that would require repayment of the CRP payment or payments. Buyer further agrees to indemnify and hold harmless the Seller for any recovery sought by the FSA due to actions of Buyer, which would violate the requirements of CRP. In the event the Buyer elects to take the ground out of CRP, the Buyer will be responsible to the Seller for any prorate of the CRP payment that the Seller would have received.

p. Due to this being a Trust, the Seller will be exempt from Time of Transfer inspection of the septic, according to Iowa Code 455B.172(11). Any future inspections, upgrades, repairs, maintenance or other matters to the septic system will be at the Buyer's expense in accordance with Des Moines County & Iowa Laws and regulations.

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

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

s. No farm equipment or personal property is included in this sale.

Dated this \_\_\_\_\_ day of April, 2022.

Jack L. Hall Revocable Trust  
SELLER

By: \_\_\_\_\_  
Richard Hall, Co-Trustee

By: \_\_\_\_\_  
David Hall, Co-Trustee

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Seller's Attorney: William J. Cahill

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Attorney for Buyer