

**REAL ESTATE CONTRACT
(SHORT FORM)**

Recorder's Cover Sheet

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Taxpayer Information:

Return Document To: Michael W. Mahaffey, 107 S. 4th St., PO Box 850, Montezuma, IA 50171

Grantors: Daniel Boone Fisk Estate, Charlotte Jane Beyer and Jacqueline Rose Russell, Co-Executors

Grantees:

Legal Description: See Page 2 – Tract 2

Document or instrument number of previously recorded documents:



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between the Daniel Boone Fisk Estate, Charlotte Jane Beyer and Jacqueline Rose Russell, Co-Executors ("Sellers"); and _____ ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Poweshiek County, Iowa, described as: TRACT 2: The Northwest Quarter of the Southwest Quarter of Section Twenty-three, and the Northeast Quarter of the Southeast Quarter of Section Twenty-two, excepting therefrom the Railroad Right of Way, and further excepting therefrom Parcel B in the Northeast Quarter of said Southeast Quarter according to Plat thereof appearing of record as Instrument No. 2022-00497, all in Township Seventy-eight North, Range Sixteen West of the 5th P.M.

Subject to any and all easements of record, whether visible or not.
Subject to the Poweshiek County Board of Health Rules and Addendums and Revisions thereto.
Subject to the Poweshiek County Zoning Ordinance.

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 (\$ _____). 10% down payment of \$ _____ on day of sale, June 15, 2022. Buyers shall pay the balance as follows: Balance to be paid upon showing of merchantable title by modern abstract on or before August 5, 2022.
2. **REAL ESTATE TAXES.** Sellers shall pay real estate 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.
3. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of _____. All other special assessments shall be paid by Buyers.
4. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on or before August 5, 2022, provided Buyers are not in default under this contract. Closing shall be on or before August 5, 2022. **Landlord's Possession:** Projected date of August 5, 2022. (Subject to tenant's rights on the tillable, pasture and hay ground.)
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. 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.

6. **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.
7. **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.) _____
8. **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.
9. **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.
10. **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.
11. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.
12. **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.
13. **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.
14. **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

Buyer

15. **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.
16. **ADDITIONAL PROVISIONS.**
- 1. The Buyer acknowledges that they have carefully and thoroughly inspected the real estate and are familiar with the premises. The Sellers and Buyers agree that this property is being purchased "as is" and no warranties, either expressed or implied, have been given concerning the property by the Sellers to the Buyers.

2. Terms: Ten Percent (10%) of total purchase price to be paid on June 15, 2022, with the balance due at the day of closing, projected to be on or before August 5, 2022, upon delivery of merchantable abstract and deed and all objections have been met.
3. All tracts are rented for the 2022 farming season, including tillable, pasture and hay ground. Seller retains One Hundred Percent (100%) of the 2022 crop year cash rent.
4. The Seller will serve tenants notice, prior to September 1, 2022. Farms will be selling free and clear for the 2023 farming season.
5. It shall be the obligation of the Buyer to report to the Poweshiek 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, as some fields are combined and/or overlap Tract lines. D. CRP prorate.
6. 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 Sellers for any recovery sought by the FSA due to actions of Buyer, which would violate the requirements of the 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.
7. Tracts will be sold by the acre with the Assessor's gross acres being the multiplier for said Tracts. Seller shall not be obligated to furnish a survey on any Tracts.
8. This auction sale is not contingent upon Buyer's financing or any other Buyer contingencies.
9. If a Buyer is unable to close due to insufficient funds or otherwise, Buyer will be in default and the deposit money will be forfeited.
10. The Buyer shall be responsible for any fencing in accordance with Iowa state law.
11. If one Buyer purchases more than one tract, the Seller shall only be obligated to furnish one abstract and deed (husband & wife constitute one buyer).
12. The Buyer shall be responsible for installing his/her own entrances if needed or desired.
13. If in the future a site clean-up is required, it shall be at the expense of the Buyer.
14. All mineral rights, if any, held by Seller will be transferred to Buyer upon closing.
15. This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.
- 16.. All lines, drawings and boundaries are approximate.
17. Steffes Group, Inc. is representing the Seller.
18. Any announcements made the day of sale take precedence over advertising.

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SELLER: The Estate of Daniel Boone Fisk

Dated: _____.

Charlotte Jane Beyer, Co-Executor, Seller

_____, Buyer

Jacqueline Rose Russell, Co-Executor, Seller

_____, Buyer

INDIVIDUAL NOTARY

STATE OF IOWA, COUNTY OF POWESHIEK

This record was acknowledged before me on _____,
by Charlotte Jane Beyer and Jacqueline Rose Russell, Co-Executors.

Signature of Notary Public

STATE OF IOWA, COUNTY OF POWESHIEK

This record was acknowledged before me on _____,
by _____.

Signature of Notary Public

CORPORATE NOTARY

STATE OF IOWA, COUNTY OF POWESHIEK

This record was acknowledged before me on _____,
by _____, as _____, of

Signature of Notary Public