

**REAL ESTATE CONTRACT
Recorder's Cover Sheet**

Preparer Information: Julie Pulkrabek, 4698 Fox Ln NE, Iowa City, IA 52240, Phone: (319) 330-3087

Taxpayer Information: (name and complete address)

Return Document To: (name and complete address)

Grantors: Frances Louise Schmitz

Grantees:

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



REAL ESTATE CONTRACT

IT IS AGREED between Frances Louise Schmitz, a widower ("Sellers"); and ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Lee County, Iowa, described as: That Part of the East Half (E 1/2) of the Southeast Quarter (SE ¼) of Section 28, the West (W ½) of the Southwest Quarter (SW ¼) of Section 27, lying Westerly of the right-of-way of the C.B.&Q. Railroad; all in Township 67 North, Range 5 West of the Fifth Principal Meridian, Lee County, Iowa, excepting therefrom:

Commencing, as a point of reference, at the Southeast Corner of the Southeast Quarter of Said Section 28; thence North 89°47'50" West 452.66 Feet along the South line of said Southeast Quarter to the Point of Beginning of the following described tract of land; thence continuing North 89°47'50" West 208.71 feet to a point on the West line of the East half of said Southeast Quarter; thence North 00°00'30" West 208.71 feet along said West line; thence South 89°47'50" East 208.71 feet; thence South 00°00'30" East 208.71 Feet to the Point of beginning containing 1.00 acres, more or less, including 0.16 acres, more or less, lying within the existing County Road Easement.

And Beginning at the Southwest Corner of the Southwest Quarter of Section 27, Township 67 North, Range 5 West of the 5th P.M., Lee County, Iowa; thence North 00°57'30" East (assumed bearing for this description) 146.05 feet along the West line of said Southwest Quarter to a point on the centerline of an existing public road as now established; thence North 66°02'45" East 556.74 feet along said centerline to a point on the Westerly line of the Burlington Northern Railroad right-of-way; thence South 16°37'15" East 400.89 feet along said Westerly right-of-way line to a point on the South line of said Southwest Quarter; thence North 88°53'45" West 626.02 feet to the point of beginning, containing 3.59 acres, more or less, including 1.27 acres, more or less, lying within the existing public road easement,

with any easements and appurtenant servient estates, but subject to the following:

- a. any zoning and other ordinances;
- b. any covenants of record; and
- c. any easements of record for public utilities, roads and highways (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 payment on August 2, 2022. Balance due at final settlement/closing with a projected date of September 16, 2022, subject to tenant's rights on the tillable land.
 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 _____ 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 All real estate taxes prorated to the date of possession on the basis of the last available tax statement. Seller shall pay any unpaid

real estate taxes payable in prior years. 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 September 16, 2022 subject to tenant's rights on the tillable land, provided Buyers are not in default under this contract. Closing shall be on September 16, 2022.
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 fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale.
9. **CARE OF PROPERTY.** Buyers shall take good care of the property 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 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.
 - 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. **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.** 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.
15. **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.

16. **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.

17. **ADDITIONAL PROVISIONS.**

The Parties acknowledge that this property was purchased through an online auction pursuant to the following terms:

- 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 contract purchase price.
- There is a recorded survey of the land dated 5/19/2021. Land will be sold by the surveyed acre with surveyed acres being the multiplier used to determine the total bid amount.
- Down payment is due on the day the bidding closes and signing of the contracts will take place through email and electronic document signatures. In the event the auction bidding closes after 3:00pm, the earnest money will be due the following business day.
- 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.
- The farm is rented for the 2022 farming season. Seller will retain 100% of the cash rent for 2022.
- Seller shall serve termination to the tenant, therefore the land will be selling free and clear for the 2023 farming season.
- It shall be the obligation of the Buyer to report to the Lee County FSA office and show filed deed in order to receive the following if applicable: Allotted base acres. B. Any future government programs.
- This auction sale is not contingent upon Buyer's financing or any other Buyer contingencies.
- 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.
- The Buyer shall be responsible for any fencing in accordance with state law.
- The Buyer shall be responsible for installing his/her own entrances if needed or desired.

- If in the future a site clean-up is required, it shall be at the expense of the Buyer.
- All mineral rights, if any, held by Seller will be transferred upon closing.
- This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.
- The Buyer acknowledges that they have carefully and thoroughly inspected the real estate and are familiar with the premises. The Buyer is buying this real estate in its "as is" condition and there are no expressed or implied warranties pertaining to the real estate.
- All lines, drawings and boundaries are approximate.
- Steffes Group, Inc. is representing the Seller.
- Any announcements made the day of sale take precedence over advertising.

Dated: August 2, 2022.

 Frances Louise Schmitz, Seller

INDIVIDUAL NOTARY

STATE OF IOWA, COUNTY OF _____

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

 Signature of Notary Public

 Buyer: _____

STATE OF IOWA, COUNTY OF _____

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

 Signature of Notary Public