



OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Amanda M. Moore as Executor of the Troy D. Hibbs Estate, (Sellers):

1. REAL ESTATE DESCRIPTION. The Buyers offer to buy real estate in Marshall County, Iowa, described as follows:

Tract #1- BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA, THENCE NORTH ALONG THE QUARTER SECTION LINE FOR A DISTANCE OF 433 FEET, THENCE WEST FOR A DISTANCE OF 400 FEET, THENCE SOUTH FOR A DISTANCE OF 433 FEET TO THE SECTION LINE, AND THENCE EAST ALONG THE SECTION LINE FOR A DISTANCE OF 400 FEET TO THE POINT OF BEGINNING.

AND

PARCEL "A" IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, AS SHOWN IN RETRACEMENT PLAT OF SURVEY RECORDED IN DOCUMENT NO. 2008-00004585 OF THE RECORDS OF THE RECORDER'S OFFICE, MARSHALL COUNTY, IOWA.

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; interests of others.) designated the Real Estate; provided Buyers, on possession, are permitted to make the following use of the Real Estate: agricultural.

2. PRICE. The purchase price for Tract 1 shall be \$_____, payable at Marshall County, Iowa, as follows:
10% of purchase price at time of execution of contract (\$_____).
This down payment is non-refundable.
Balance due at closing on or before May 5, 2023 (\$_____).
3. REAL ESTATE TAXES. Sellers shall pay the 2021 taxes and the 2022 taxes prorated to date of closing 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.
 - A. Sellers shall pay all special assessments which are a lien on the Real Estate as

of the date of acceptance of this offer.

B. All other special assessments shall be paid by Buyers.

5. **RISK OF LOSS AND INSURANCE.** Risk of loss prior to Seller's delivery of possession of the Real Estate to Buyers shall be as follows:
 - A. All risk of loss shall remain with Sellers until possession of the Real Estate shall be delivered to Buyers.
6. **CARE AND MAINTENANCE.** The Real Estate shall be preserved in its present condition and delivered intact at the time possession is delivered to Buyers.
7. **POSSESSION.** If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers on or before May 5, 2023, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.
8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as tile, fencing, and gates and landscaping shall be considered a part of Real Estate.
9. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
10. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and 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. 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.
11. **DEED.** Upon payment of the purchase price, SELLERS shall convey the Property to Buyers by Court Officer, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by Buyers.
12. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.
13. **REMEDIES OF THE PARTIES.**
 - A. If Buyers fail to timely perform this contract, Sellers may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.
 - B. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.
 - C. Buyers and Sellers also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.
14. **APPROVAL OF COURT.** Court approval is not required.
15. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties.
16. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. 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.
18. 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. In addition, this is the sale from an estate and any private sewage disposal systems that may be identified are exempt from inspection pursuant to Iowa Code Section 455B.172 (11).
19. OTHER PROVISIONS.
- A. Rutherford & Bidwell Law Office shall be closing agent for this transaction. Closing agent fee to Buyer of \$495.00 for handling Buyers side of transaction.
- B. If Buyer is participating in 1031 exchange, Buyer agrees to pay an additional \$495.00 to Rutherford & Bidwell to handle 1031 closing paperwork on their behalf as provided by their Qualified Intermediary/Exchange Agent.
- C. Sellers agree to sign any documents necessary to accommodate a Buyer’s 1031 exchange.
- D. If any Sellers desires to participate in a 1031 exchange, Buyer agrees to cooperate and sign any document necessary for the Seller’s benefit to accommodate a 1031 exchange.
- E. Online bidding will be offered. The online buyer’s premium of \$1,000 per Tract will be added to the bid amount to arrive at the total contract purchase price. No buyer’s premium charged if purchased on-site.
- F. It shall be the obligation of the Buyer(s) 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 to be determined by the FSA office as tract lines overlap field lines.
- G. Tract 1 will be sold in one lump sum, Tract 1 is locally known as 2541 280th St., Marshalltown, Iowa. The Seller shall not be obligated to furnish a survey on Tract 1. Tract 1 sale will include 2 solar panel systems, backup generator, security system, SAR corn stove, Bushel Bin, washer, and dryer – all in its current working or non-working condition. At formal closing, transfer stamps will be calculated on the total price paid with no value allocated to any of the foregoing listed personal property. Not included with Tract 1 is the grain dryer, 2 post vehicle lift, air compressor, fuel barrels, all shop equipment, and farm equipment.
- H. This auction sale is not contingent upon Buyer’s financing or any other Buyer contingencies.
- I. 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.
- J. The Buyer(s) shall be responsible for any fencing in accordance with Iowa state law.

- K. 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).
- L. The Buyer(s) shall be responsible for installing his/her own entrances if needed or desired.
- M. If in the future a site clean-up is required, it shall be at the expense of the Buyer(s).
- N. All mineral rights, if any, held by Seller will be transferred to Buyer upon closing.
- O. This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.
- P. 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.
- Q. All lines, drawings and boundaries are approximate.
- R. Steffes Group, Inc. is representing the Seller only.
- S. Any announcements made the day of sale take precedence over advertising.

Accepted _____
 SELLERS

Dated _____
 BUYERS

 Amanda M. Moore
 Executor

Address : 2241 10th St.
 Nevada, IA 50201

Address : _____

Telephone: _____

Telephone: _____