

INST. NO. 5825
WEBSTER COUNTY, IOWA
FILED FOR RECORD

FEB 13 1998 AT 1:15 P.M.
JUDY R. COSGROVE, RECORDER
By J. Minch Deputy
Recording Fee \$ 15.00
Auditor's Transfer Fee \$ —
Surcharge \$ 1.00

Prepared by: David L. Willis, 107 W. Main St., Lake City, IA 51449 712/464-3101

REAL ESTATE CONTRACT

BOOK 552 PAGE 369

IT IS AGREED between Leonard Jansa and Gretta Jansa, Husband and Wife, ("Sellers"), and Paul L. Kail ("Buyer")

Sellers agree to sell and Buyer agrees to buy real estate in Webster County, Iowa, described as:

Lot Six (6), Block Eight (8), Original Town of Gowrie, Webster County, Iowa (Local address being 1138 Market Street)

OT 6000 48

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 highway; (the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is Twelve Thousand Dollars (\$12,000.00) of which Two Thousand Dollars (\$2,000.00) has been paid. Buyer shall pay the balance of Ten Thousand Dollars (\$10,000.00) to Sellers, as follows:

Two Hundred Dollars (\$200.00) shall be paid on October 1, 1997, with a like amount to be paid on the first day of each month thereafter until the contract is paid in full. The payment is first applied to interest on the outstanding balance at the rate of eight percent (8%) per annum. There will be no interest on the first payment made October 1, 1997

2. **INTEREST.** Buyer shall pay interest from October 1, 1997, on the unpaid balance at the rate of eight percent (8%) per annum, payable monthly.

3. **REAL ESTATE TAXES.** Sellers shall pay the installment of real estate taxes which became delinquent September 30, 1997, and any unpaid real estate taxes in prior years. Buyer shall pay all subsequent real estate taxes. However, real estate taxes shall be prorated to the date of possession based upon such taxes for the year currently payable, by the Seller issuing a check to Buyer in the sum of \$420.00.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real estate as of the date of possession. All other special assessments shall be paid by Buyer.

5. **POSSESSION.** Sellers shall give Buyer possession of the Real Estate on October 1, 1997, subject to the area of reserved use set forth hereafter.

6. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyer shall accept insurance proceeds instead of Sellers replacing or repairing damage improvements. After possession and until full payment of the purchase price, Buyer 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 Buyer as their interests may appear. Buyer 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 Buyer for examination. It shall show merchantable title in Sellers in or 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, however, Buyer reserves 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.

9. **CARE OF PROPERTY.** Buyer 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.

10. **DEED.** Upon payment of purchase price. Sellers shall convey the Real Estate to Buyer or his 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 Buyer fails to timely perform this contract, Sellers may, at Sellers' option, forfeit Buyer's rights in this contract as provided in the Iowa Code, and all payments made by Buyer shall be forfeited. If Buyer fails 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 Buyer 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 files an election to waive any deficiency judgment against Buyer 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 Buyer, 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 Buyer or his successor in interest in such action. If the redemption period is so reduced, Buyer or his 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 Buyer 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.

b. If Sellers fail to timely perform their obligations under this contract, Buyer shall have the right to terminate this contract and have all payments made returned to them.

c. Buyer and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

d. 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. **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.

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

14. **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.

15. **ADDITIONAL PROVISIONS.**

(a) Sellers retain, until October 1, 1998, the use of the back part of the building, which Leonard is now occupying. Leonard and all of his customers are to have access to these premises from the rear door and are not to come through the front portion of the building occupied by Buyer or interfere with Buyer's use of the premises in any way.

(b) Buyer may prepay any amount on this contract at any time without penalty.

(c) Buyer has permission to remodel the premises in any manner that he sees fit.

Dated: 2-7-98

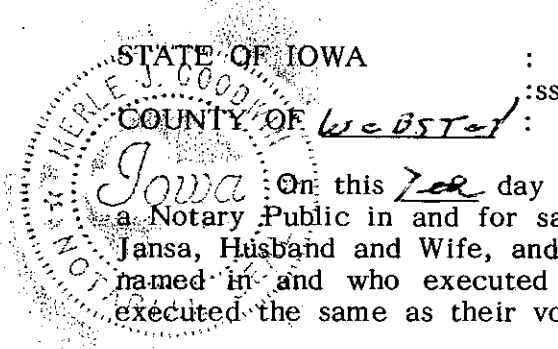
Paul L. Kail
Paul L. Kail

Leonard Jansa
Leonard Jansa

Gretta J. Jansa
Gretta Jansa

BUYERS

SELLERS



STATE OF IOWA :
COUNTY OF Webster :SS

On this 7th day of February, 1998, before me the undersigned, a Notary Public in and for said State, personally appeared Leonard Jansa and Gretta Jansa, Husband and Wife, and Paul L. Kail, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Merle J. Good
Notary Public in and for said state