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together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked "Exhibit A" (As to any such personal property, a Security Interest hereby attaches thereto, as provided by the Uniform Commercial Code), all upon the terms and conditions following:

1. TOTAL PURCHASE PRICE for said property is \$ 15,000.00 payable at _____

DOWN PAYMENT of \$ 2,000.00 RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED: and _____ Shelby County, Iowa, as follows:

(b) BALANCE OF PURCHASE PRICE, \$ 13,000.00 as follows \$ 115.00 INCLUDING INTEREST (or more at the option of the Buyers) (and more as may be increased by the provisions of the last sentence of this paragraph) on or before the 1st day of November 1974 \$ 115.00 INCLUDING INTEREST (or more at the option of the Buyers) (and more as

may be increased by the provisions of the last sentence of this paragraph) on or before the 1st day of each and every month thereafter until the balance of purchase price is paid

until all sums due under this contract are paid in full, with interest on unpaid balances thereof at the rate of 9% per annum, payable monthly from Oct. 5, 1974 date of possession until fully paid; said payments to be applied first to the interest then unpaid and next upon the balance of the principal being called by _____ in the space following or upon subsequent request by Sellers. Buyers shall on the said dates for payment each month _____ in addition to the said monthly _____ payments, pay charges for _____ of the annual taxes, _____ and special assessments and annual insurance to Sellers as a trust fund in amounts reasonably calculated by Sellers, for the timely payment of such items by Sellers to the extent of such fund _____ (Yes or not now)

2. POSSESSION. Buyers concurrently with due performance on their part shall be entitled to possession of said premises on the 5th day of October 1974 and thereafter so long as they shall perform the obligations of this contract. If Buyers are taking subject to the rights of lessees and are entitled to rents therefrom on and after date of possession, so indicate by "yes" in the space following _____

3. TAXES. Sellers shall pay _____% of all regular taxes assessed against this property (including personal property, if any) due and payable in the year 19 _____ and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not assumed by Sellers. Buyers shall pay all subsequent taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, to the County Treasurer each year, shall furnish to the other parties evidence of payment of such items not later than October 15 of each year. Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise.

4. SPECIAL ASSESSMENTS. Sellers shall pay the special assessments against this property: (Strike out either (a) or (b) below.) (a) Which, if not paid in the year 19 _____ would become delinquent and all assessments payable prior thereto. (b) Which are a lien thereon as of _____ (Date) (c) Including all sewage disposal assessments for average charge heretofore assessed by any municipality having jurisdiction as of date of possession.

Buyers, except as above stated, shall pay all subsequent special assessments and charges before they become delinquent.

5. MORTGAGE. Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Sellers so as not to prejudice the Buyers' herein. Should Sellers fail to pay, Buyers may pay any such sums in default and shall receive credit on this contract for such sums so paid. MORTGAGE BY SELLERS. Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage for any amount not exceeding 80% of the then unpaid balance of the purchase price herein provided. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this contract. Buyers hereby expressly consent to such a mortgage and agree to execute and deliver all necessary papers to said Sellers in securing such a mortgage which shall be prior and paramount to any of Buyers' interests in said property. DEED FOR BUYERS SUBJECT TO MORTGAGE. If Buyers have reduced the balance of this contract to the amount of any existing mortgage balance on said premises, they may, at their option, assume and agree to pay said mortgage according to its terms, and subject to such mortgage shall receive a deed to said premises of Sellers at their option, any time before Buyers have made such a mortgage commitment, and execute or pay off such mortgage. ALLOCATED PAYMENTS. Buyers, in the event of assuming this property from an equity holder, instead of a holder of the fee title, or in the event of a mortgage against said premises, reserve the right, it being necessary for their protection to divide or allocate the payments to the interested parties as their interests may appear. SELLERS AS TRUSTEES. Sellers agree that they will collect no money hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the encumbrance on the interest of Sellers or their assigns in said real estate; and if Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyers for the use and benefit of the Buyers.

6. INSURANCE. Except as may be otherwise included in the last sentence of paragraph (b) above, Buyers as and from said date of possession, shall continue to keep in force insurance premiums therefor to be provided by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Sellers may reasonably foresee in the buildings and improvements now on or hereafter placed on said premises and any personal property which may be the subject of this contract, in compliance to be reasonably approved by Sellers in an amount not less than the full insurable value of such improvements and personal property, or less than the unpaid balance of this contract, whichever amount is smaller with such insurance payable to Sellers and Buyers as their interests may appear. BUYERS SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLERS for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair the loss, if the proceeds be a disaster or loss, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations hereon.

7. CARE OF PROPERTY. Buyers shall take good care of this property; shall keep the buildings and other improvements now on or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Buyers shall not make any material alteration in said premises without the written consent of the Sellers. Buyers shall not use or permit said premises to be used for any illegal purpose.

8. LIENS. No mechanic's lien shall be imposed upon or foreclosed against the real estate described herein.

9. ADVANCEMENT BY SELLERS. If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Sellers may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Sellers, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements, see paragraph 5 above.)

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