

RETURN TO: BARNES REALTY COMPANY 2424 S.W. 9TH, SUITE 4 DES MOINES, IA 50315 *New PR*

IOWA STATE BAR ASSOCIATION OFFICIAL FORM NO. 143

# 4379

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

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FILED FOR RECORD POLK COUNTY, IOWA

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DECLARATION FILED

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TIMOTHY J. BRIEN RECORDER

INST # RECORDING FEE 15.00 AUDITOR FEE

SPACE ABOVE THIS LINE FOR RECORDER



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Michael D. Barnes and Evie J. Barnes, husband and wife, and SRS, Inc.

(Sellers). and Casa Construction, Ltd.

(Buyers) Sellers agree to sell and Buyers agree to buy real estate in Polk County, Iowa, described as

Lots 1 through 3, inclusive, and Lots 5 through 22, inclusive, in CRESTON WOODS, an Official Plat, now included in and forming a part of the City of Des Moines, 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)

(the "Real Estate") upon the following terms

1 PRICE. The total purchase price for the Real Estate is Two Hundred Seventy-Three Thousand Dollars (\$ 273,000.00 ) of which Sixty-Three Thousand Dollars (\$ 63,000.00 ) has been paid. Buyers shall pay the balance to Sellers at Barnes Realty, 2424 S.W. 9th, Des Moines, IA as directed by Sellers, as follows: Balance of \$210,000 shall be paid in installments of \$40,000 the 1st day of November, 1992, \$50,000 the 31st day of December, 1992 and \$50,000 the 1st day of March, 1993 with the remaining \$70,000 plus any accrued interest to be paid no later than the 1st day of April, 1993.

2 INTEREST. Buyers shall pay interest from date of closing on the unpaid balance, at the rate of 9.0 percent per annum, payable on April 1, 1993

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 current 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. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract or All other special assessments shall be paid by Buyers

5 POSSESSION. Sellers shall give Buyers possession of the Real Estate on 19 provided Buyers are not in default under this contract

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

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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 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 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 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.) \_\_\_\_\_

9. **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.

10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by \_\_\_\_\_ 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 fail to timely perform this contract, Sellers may, at Seller's option, either (i) forfeit Buyers' rights in this contract as provided in the Iowa Code, and all payments made by Buyers shall be forfeited or (ii) upon thirty days written notice by Sellers to Buyers of Sellers' 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, and thereafter this contract may be foreclosed in equity; the Court may appoint a receiver; and the period of redemption after sale on foreclosure may be reduced under the conditions of Section 628.26 or Section 628.27 of the Iowa Code

b. 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.

c. Buyers 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. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

13. **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.

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

15. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers

16. **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.

17. **ADDITIONAL PROVISIONS.**

Sellers agree to release individual lots upon request by Buyer and upon receipt of \$10,000 for each lot to be released.

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SRS, Inc.

Dated, September 14, 19 92

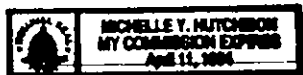
Casa Construction, Ltd.  
By Cynthia Morris, Pres BUYERS

By Michael D. Barnes  
Evie J. Barnes SELLERS

STATE OF IOWA COUNTY OF POLK ss

On this 14th day of September 19 92, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael D. Barnes and Evie J. Barnes, husband and wife,

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed

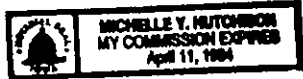


Michelle Y. Hutchison

Notary Public in and for Said State

STATE OF IOWA )  
 ) ss.  
COUNTY OF POLK )

On this 14<sup>th</sup> day of September, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven R. Smith and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the President and \_\_\_\_\_ respectively, of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said President and \_\_\_\_\_ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Michelle Y. Hutchinson  
Notary Public

STATE OF IOWA )  
 ) ss.  
COUNTY OF POLK )

On this 15<sup>th</sup> day of September, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cynthia Morris and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the President and Sec. respectively, of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Cynthia Morris and \_\_\_\_\_ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Marilyn L. Brown  
Notary Public

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