

**REAL ESTATE CONTRACT  
(SHORT FORM)  
Recorder's Cover Sheet**

**Preparer Information:**

Michael C. Vance, 101 N. Jefferson Street, P. O. Box 469, Mt. Pleasant, Iowa 52641  
Phone: (319) 385-3736

**Taxpayer Information:**

N/A

**Return Document To:**

Michael C. Vance, 101 N. Jefferson Street, P. O. Box 469, Mt. Pleasant, Iowa 52641

**Grantors:**

Marilyn K. Reichman Trust & Robert J. Reichman Trust

**Grantees:**

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**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:** \_\_\_\_\_



## REAL ESTATE CONTRACT (SHORT FORM)

**IT IS AGREED** between Marilyn K. Reichman Trust & Robert J. Reichman Trust, Marilyn K. Reichman and Robert J. Reichman, Trustees ("Sellers"); and \_\_\_\_\_ ("Buyers"), as follows:

Sellers agree to sell, and Buyers agree to buy real estate in Henry County, Iowa, described as:

Tract I: Government Lots 1 and 2, of Section 19; and Northeast Quarter of the Northwest Quarter; and West Half of the Northwest Quarter (except 10 acres in square form in the southeast corner of said West Half of the Northwest Quarter), of Section 20, all in Township 72 North, Range 7, West of the 5th Principal Meridian, Subject to the rights of the public in all highways, containing 181 acres, more or less, in Henry County, Iowa.

Tract II: Southeast Quarter (SE $\frac{1}{4}$ ), of the Northwest Quarter (NW $\frac{1}{4}$ ), of Section Twenty (20), Trenton Township, Henry County, Iowa, all being in Township 72 North, Range 7 West of the Fifth (5) P.M., containing 40 acres, more or less.

Tract III: The Southeast Quarter of the Southwest Quarter of the Northwest Quarter of Section Twenty, Township Seventy-Two North, Range 7 west, Henry County, Iowa, containing 10 acres, more or less.

EXCEPT: An undivided one-half interest in the following:

Auditor's Parcel "B" in part of the NE  $\frac{1}{4}$  NW  $\frac{1}{4}$  of Section 20-72-7, Henry County, Iowa, described as follows: BEGINNING at the northeast corner of said NW  $\frac{1}{4}$  of Section 20; thence South 00°47'29" East, along the east line of said NW  $\frac{1}{4}$  of Section 20, a distance of 312.45 feet; thence South 88°34'01" West, 162.70 feet; thence North 01°56'50" East, 312.97 feet; thence North 88°34'01" East, along the north line of said NW $\frac{1}{4}$  of Section 20, a distance of 147.75 feet to the POINT OF BEGINNING containing 1.11 acres more or less, of which approximately 0.11 acre is public road right of way. The above bearings are based on a GPS observed meridian and all distances are horizontal ground distances.

Subject to easements

Abstract legal description to govern

with any easements and appurtenant servient estates as may appear of record, but subject to any easements of any kind for any use whether of record or not; any covenants and mineral rights of record and any zoning and other ordinances (hereafter the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is \$ \_\_\_\_\_ of which 10 % shall be paid with this Contract on the date of sale to the "Michael C.

Vance Trust Account". Buyers shall pay the balance to Sellers at Vance Law Office 101 N. Jefferson St. Mt. Pleasant, IA 52641 or such other place designated by Seller or as directed by Sellers at the closing to be held on or before November 3, 2023.

2. **INTEREST.** Buyers shall pay interest from November 3, 2023, on the unpaid balance, at the rate of 9 percent per annum, payable on demand if there is a delay in closing not due to Sellers' actions or requests. Buyers shall also pay interest at the rate of 9 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 the advance. Interest will not accrue if a closing delay is caused by Seller.
3. **REAL ESTATE TAXES.** Sellers shall pay all real estate taxes payable on or before March 31, 2024, and any unpaid real estate taxes payable in prior years, and a tax prorate to the date of closing. 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 September 6, 2023. All other special assessments shall be paid by Buyers.
5. **POSSESSION CLOSING.** Sellers shall give Buyers Landlord's possession of the Real Estate, subject to any existing farm tenancy, on closing, provided Buyers are not in default under this contract. Closing shall be on November 3, 2023, unless the parties agree on an earlier date. Buyers' full possession shall be at the expiration of the existing farm tenancy on March 1, 2024.
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 100 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 September 6, 2023, 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, such as fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: Tile Mains of adjacent landowners, if any.
9. **CONDITION OF PROPERTY:** The property is transferred in “as is, where is” condition.
10. **CARE OF PROPERTY.** N/A
11. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Trustee’s Warranty deeds, 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.
12. **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.  
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 file an election to waive any deficiency judgment against Buyers 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 Buyers, 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 Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their 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 Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all 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. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for 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 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 a lease, and may accordingly be ousted and removed as such as provided by law.

- 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.

**13. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** N/A

**14. JOINDER BY SELLER'S SPOUSE.** N/A

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

16. **PERSONAL PROPERTY.** No personal property is including in this sale.
17. **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.
18. **RELEASE OF RIGHTS.** Each Seller Trustee 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.
19. **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.
20. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements. However, in the event it is not an exempt transfer, then Buyer shall be fully responsible for any required action for septic and private sewage disposal regulatory compliance.
21. **ADDITIONAL PROVISIONS.** (a) The Buyer will be responsible for all perimeter boundary fences as required by law.
- (b) The Buyer acknowledges that he/she has carefully and thoroughly inspected the real estate and all improvements, and is familiar with the premises. The Buyer is buying this real estate in its "as is" condition, and there are no express or implied warranties pertaining to the same.
- (c) The Buyer acknowledges that Residential Real Estate, Lead-Based Paint and Radon disclosure requirements are not required.
- (d) Seller shall not be required to furnish any additional survey other than that which exists of record.
- (e) Seller reserves to itself and the existing farm tenant, as their rights appear, all growing, grown or harvestable crops now located on the premises, and if any are not yet harvested, they shall have the right to harvest said crops as soon as possible, but not later than March 1, 2024, and the current tenants and Seller shall have the rights of access throughout the land for said purpose. This term shall survive the closing.
- (f) Buyer shall be fully responsible to make such reports of purchase and execute such documents as may be necessary which FSA or any other federal, state or local government agency may require to enable the Buyer to receive entitlements to applicable USDA and other applicable governmental programs. Seller will assign and execute all FSA papers transferring to the Buyer all governmental program rights and all funds

therefrom, if any, for the crop year 2024 and thereafter, whether paid or payable, in accordance with FSA/USDA proration rules. Seller shall be required to make available only such records as Seller has with respect to any base acre determination to be made by FSA at Buyer's request. Any CRP program payments payable in 2023 are reserved to the Seller. CRP payments, if any, payable in 2024, shall be prorated in accordance with USDA rules.

(g) Buyer agrees to comply with all existing CRP contracts. Buyer shall be responsible for any and all repayments for CRP program non-compliance. This paragraph shall survive the closing.

(h) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart. Buyers may not withdraw from or alter the terms of this agreement while it is circulated to Sellers.

(i) Buyer is responsible to make arrangements with the current tenant for access to the land to do tillage and/or fertilization on the property. This term shall survive the closing but is subordinate to subparagraph (e) above.

SIGNATURES ARE ON THE NEXT PAGE

Dated: \_\_\_\_\_, 2023.

Marilyn K. Reichman Trust, dated February 3, 2019

By: \_\_\_\_\_

Marilyn K. Reichman, Trustee  
826 Lovell Ave.  
Roseville, MN 55113  
Phone: 651-271-2720

By: \_\_\_\_\_

Robert J. Reichman, Trustee

Robert J. Reichman Trust, dated February 3, 2019

By: \_\_\_\_\_

Robert J. Reichman, Trustee  
826 Lovell Ave.  
Roseville, MN 55113  
Phone: 651-271-2720

By: \_\_\_\_\_

Marilyn K. Reichman, Trustee

Sellers' Attorney: Michael C. Vance [mikevancelaw@gmail.com](mailto:mikevancelaw@gmail.com) ph. (319) 385-3736

\_\_\_\_\_  
Print name below

\_\_\_\_\_, Buyer

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Print name below

\_\_\_\_\_, Buyer

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Buyer's Attorney's Name and City: \_\_\_\_\_

Email: \_\_\_\_\_