

**OFFER TO PURCHASE
(1307 E. 4th Street)**

To: Linnie A. Bohling ("Seller")

The undersigned, _____, and/or assigns (hereinafter designated as "Buyer"), hereby offers to purchase for the total sum of \$_____ ("Purchase Price"), and upon the herein contained terms and conditions, real estate located in Muscatine County, Iowa, described as follows ("Property"):

Lot 17 of Second Section of Forest Park Addition to the City of Muscatine, Muscatine County, Iowa.

I. PAYMENT TERMS:

The Purchase Price shall be paid by Buyer paying \$_____ ("Earnest Money"), submitted herewith, to be held until closing in the Trust Account of Eichelberger Law Office PC, receipt of which is acknowledged, with the balance of \$_____ payable in full upon delivery of a Warranty Deed at the time of closing.

II. GENERAL TERMS AND CONDITIONS:

(A) Evidence of Title. Seller shall furnish to Buyer satisfactory evidence of merchantable title to the Property, which shall be an abstract of title in accord with title standards of Muscatine County Bar Association. The title to be conveyed to Buyer shall be free and clear of all liens and encumbrances not herein specifically waived or agreed to be assumed by Buyer, except existing easements, covenants, restrictions, encroachments and applicable zoning regulations. Conveyance of title shall be by Warranty Deed. The abstract of title shall be submitted to Buyer's attorney for examination as soon after this date as reasonably possible, and any objections to title raised by Buyer's attorney shall be made in writing as soon thereafter as reasonably possible, so that same may be cured on or before the date of closing.

(B) Closing. Closing of this transaction shall be on or before March 9, 2018.

(C) Possession. Possession of said Property shall be given at the time of closing.

(D) Taxes. Property taxes shall be prorated between the parties as of the date of closing in the manner normally used by the members of the Muscatine County Bar Association.

(E) Assessments. Seller shall pay special assessments against the Property, which are liens thereon as of the date hereof. Buyer shall pay all subsequent special assessments and charges, including those for work in process on the date of this Offer.

(F) Condition of Property. The Property is being sold in its "AS IS" condition; with no representations or warranties, except as to title. Buyer has been given the opportunity to inspect the Property, and Buyer accepts the Property in its condition as of that inspection.

(G) Septic Tank and Drain Field. There is not a septic tank and drain field.

(H) Default. If Buyer herein fails to fulfill Buyer's part of this agreement after the same has been accepted by Seller, then Buyer shall forfeit the Earnest Money made herewith in full. In addition, Buyer shall be liable for any costs incurred including reasonable attorney's fees. If Seller herein fails to fulfill her part of this agreement after the same has been accepted by Buyer, then Seller shall return the

Earnest Money made herewith in full and shall be liable for any costs incurred including reasonable attorney's fees.

(I) Attorney Fees. In the event that any party to this agreement commences litigation as a result of the terms of this agreement, then the losing party in that litigation shall pay the reasonable attorney's fees sustained by the prevailing party(s).

(J) Fixtures. All fixtures presently installed on the Property shall be left by Seller in or upon said Property exactly as they are as of the date of this agreement, and shall be deemed a part of the Property and title thereto shall pass to Buyer at closing.

(K) Additional Provisions.

1. Steffes Group, Inc. is representing Seller in this transaction.
2. Buyer's obligations under this agreement are not contingent on Buyer's ability to obtain financing or any other contingencies.
3. Included with the sale are the stove, microwave and dishwasher. All other personal property shall be removed by Seller.

THIS IS A LEGALLY BINDING CONTRACT. BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THE ENTIRE DOCUMENT AND THAT YOU HAD THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE.

Offer made this January 24, 2018.

Buyer:

Signature

Signature

Print Name

Print Name

Present address is _____.

Buyer's attorney is _____.

Seller accepts this Offer on January 24, 2018.

Seller:

Linnie A. Bohling