

PURCHASE AGREEMENT

IT IS AGREED between John F. Clayburg Trust and Carol Clark ("Sellers"); and the buyers listed below ("Buyers").

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

TRACT 1 – 80 Acres M/L as identified on the May 8, 2022 Steffes Group Land Auction Notice and located in the following legally described property:

The Southeast Quarter (SE ¼) of Section 18, Township 99, Range 20 West of the 5th P.M., Worth County, 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
(the "Real Estate"), upon the following terms:
1. **PRICE.** The total purchase price for the Real Estate is \$ _____ of which _____ (10% of purchase price) has been paid as earnest money to the MC&N Law Firm Trust Account. Buyers shall pay the balance to Sellers at Steffes Group, Inc. or as directed by Sellers, as follows: balance in full on closing.
 2. **REAL ESTATE TAXES.** Sellers shall pay taxes prorated to 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.
 3. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract. All other special assessments shall be paid by Buyers.
 4. **POSSESSION CLOSING.** If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS on July 1, 2022, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after approval of title by buyers' attorney and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within twenty-four (24) hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed the delivery of the title transfer documents to BUYERS and receipt of all funds then due at closing from BUYERS under the Agreement.
 5. **RISK OF LOSS AND INSURANCE.** SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and

receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

6. **ABSTRACT AND TITLE.** SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement and deliver it to BUYERS' attorney for examination. It shall show merchantable title in SELLERS in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the purchase price is paid in full. 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.
7. **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.
8. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by trustee warranty and 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.
9. **REMEDIES OF THE PARTIES.**
 - a. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.
 - b. If SELLERS fail to timely perform this Agreement, BUYERS have the right to 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 and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.
10. **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.

11. **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.
12. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.
13. **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.
14. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.
15. **RELEASE OF RIGHTS.** Each of the Seller 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.
16. **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
17. **ADDITIONAL PROVISIONS.**
 - a. This real estate auction will have a 5% buyer's premium. This means the buyer's premium in the amount of five percent (5%) of the bid amount shall be charged to the Buyer and added to the bid amount to arrive at the total contract purchase price.
 - b. The tillable land is rented for the 2022 farming season. The 2022 cash rent is \$225 x 140.5 acres = \$31,612.50, with a 1/3rd rent payment paid March 2022 and the remaining 2/3rd rent payment due December 2022. The 2/3rd payment due December 2022 will be paid by the tenant to the Buyer as follows: Tract 1 = \$11,365.75; Tract 2 = \$9,709.25
 - c. It shall be the responsibility of the Buyer(s) to serve tenant notice, prior to September 1, 2022, if so desired.
 - d. It shall be the obligation of the Buyer(s) to report to the Worth County FSA office and show filed deed(s) in order to receive the following if applicable: A. Allotted base acres. B. Any future government programs.
 - e. If one Buyer purchases more than one tract, the Seller shall only be obligated to furnish one abstract and deed (husband & wife constitute one buyer)
 - f. Tract 3, the Time of Transfer Septic Inspection can be exempt from inspection if the Buyer intends to demolish or raze the building, with the Buyer acquiring the proper paperwork prior to final settlement/closing. If the Buyer does not demolish or raze the building it shall be the Buyer's responsibility and expense to have the septic system pumped & inspected, prior to closing, as required by the Iowa DNR. It shall also be

the Buyer's responsibility and expense, if needed, to upgrade, repair, or any other matters to the septic system in accordance with Worth County & Iowa Laws & regulations. Prior to closing, the Buyer shall acquire the proper paperwork required by the Worth County Sanitarian for the septic system.

- g. This auction sale is not contingent upon Buyer's financing or any other Buyer contingencies.
- h. If a Buyer is unable to close due to insufficient funds or otherwise, Buyer will be in default and the deposit money will be forfeited.
- i. The Buyer(s) shall be responsible for any fencing in accordance with Iowa state law.
- j. The Buyer(s) shall be responsible for installing his/her own entrances if needed or desired.
- k. If in the future a site clean-up is required, it shall be at the expense of the Buyer(s).
- l. All mineral rights, if any, held by Seller will be transferred to Buyer upon closing.
- m. This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.
- n. The Buyer(s) acknowledge that they have carefully and thoroughly inspected the real estate and are familiar with the premises. The Buyer(s) are buying this real estate in its "as is" condition and there are no expressed or implied warranties pertaining to the real estate.
- o. All lines, drawings and boundaries are approximate.
- p. Steffes Group, Inc. is representing the Seller.
- q. Any announcements made the day of sale take precedence over advertising.

Dated: May 18, 2022.

John F. Clayburg Trust, Seller

By: _____

_____, Trustee

Carol Clark, Seller

X _____

X _____

_____, Buyer

_____, Buyer

Buyer's Information:

Address: _____

Phone Number: _____

Email Address: _____

Lender/Bank: _____

Attorney: _____