

Prepared By and Return To: Michael S. Vervaecke, Hayek, Moreland, Smith & Bergus, L.L.P., 120 East Washington Street, Iowa City, IA 52240-3924; Phone: 319-337-9606; Email: mvervaecke@hmsblaw.com

CONTRACT FOR REAL ESTATE

1. **PARTIES IDENTIFIED.** This Contract for Real Estate is between:

“Seller” Collectively Monica Lynn Wolf and Keith R. Wolf, a married couple, and Keith Kevin Fuller and Sheena R. Fuller, a married couple; and

“Buyer” As identified on the signature page to this Contract.

2. **REAL ESTATE DESCRIPTION.** Buyer agrees to buy and Seller agrees to sell “Real Estate” in Worth County, Iowa described as:

THE WEST FRACTIONAL ONE-HALF (W FRL ½) OF THE NORTHWEST QUARTER (NW¼) OF SECTION FOUR (4), IN TOWNSHIP NINETY-NINE (99) NORTH, OF RANGE TWENTY-TWO (22), WEST OF THE 5TH P.M., WORTH COUNTY, IOWA, SUBJECT TO ALL HIGHWAYS AND SUBJECT TO EASEMENTS OF RECORD, EXCEPT THAT PART OF THE W½ OF THE NW¼ OF SECTION 4, T 99 N, R 22 W OF THE 5TH P.M., WORTH COUNTY, IOWA DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NW¼ OF SAID SECTION 4; THEN N 90°00'00" E, 551.93 FEET ALONG THE SOUTH LINE OF THE NW¼ OF SAID SECTION 4 TO THE POINT OF BEGINNING; THENCE CONTINUING N 90°00'00" E, 333.89 FEET ALONG THE SOUTH LINE OF THE NW¼ OF SAID SECTION 4; THENCE N 00°00'00" W, 481.85 FEET; THENCE S 90°00'00" W, 333.89 FEET PARALLEL WITH THE SOUTH LINE OF THE NW ¼ OF SAID SECTION 4; THENCE S 00°00'00" E, 481.85 FEET TO THE POINT OF BEGINNING, CONTAINING 3.69 ACRES, SUBJECT TO EASEMENTS OF RECORD. NOTE: THE SOUTH LINE OF THE NW¼ OF SECTION 4-99-22 IS ASSUMED TO BEAR N 90°00'00" E,

(Parcel Nos. 05-04-100-005-00 and 05-04-100-001-00)

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;
- (d) the rights of the farm tenant;
- (e) the CRP contracts, if any; and
- (f) the fencing laws and rules of Iowa and the determination of boundaries.

The exact legal description shall be as set forth in the Abstract to be provided at Seller's expense.

3. **PRICE, PAYMENT TERMS, PLACE AND DATE OF CLOSING.** The purchase price shall be \$ _____ (76.05 gross acres x \$ _____ per acre plus Buyer's premium of \$ _____ (5% x \$ _____ winning bid) payable as follows:

\$ _____ (ten (10%) of the purchase price) shall be paid in trust at this time to Hayek Law Firm, L.L.P. Trust Account, as earnest money, which is only refundable as set forth in Item 22 below, and the balance of \$ _____ paid in cash at 120 E. Washington Street, Iowa City, Iowa (the offices of Hayek, Moreland, Smith & Bergus, L.L.P.) or at such other place as the parties may agree, on the date of closing,

The closing shall be on or before **December 23, 2022**, or as soon as reasonably possible thereafter.

4. **REAL ESTATE TAXES.** Seller shall pay real estate taxes in the "customary fashion" and those which are attributable to Seller's period of possession and any unpaid real estate taxes payable in prior years. By way of illustration, if Seller's final possession date is December 1, 2022, Seller shall then pay that installment that becomes delinquent if not timely paid October 1, 2022 (and which is due September 30, 2022), that installment that becomes delinquent if not timely paid April 1, 2023 (which is due March 31, 2023), and 5/6ths of that installment of real estate taxes that becomes delinquent if not timely paid October 1, 2023 (and which is due September 30, 2023) with Buyer receiving credit computed upon taxes presently known.

Buyer shall pay all subsequent real estate taxes. The parties shall "prorate" for those taxes not presently payable.

Any proration of real estate taxes shall be based on information available at the time of closing.

5. **SPECIAL ASSESSMENTS.** Seller shall pay all special assessments which are a lien as of the date of this Contract.

6. **INSURANCE.** The parties shall insure their respective interests in the Real Estate until the day of closing in such amounts and with such coverages as the parties deem appropriate.

7. **RISK OF LOSS.** All risk of loss shall remain with Seller until closing.

8. **CARE AND MAINTENANCE.** The Real Estate shall be preserved in its present condition and delivered intact at the time of closing.

9. **CONDITION OF PROPERTY.** Buyer states Buyer has inspected the Real Estate and accepts the Real Estate "AS IS" and "WITH ALL FAULTS." This Contract is not contingent upon further inspections. Seller will have no obligations to make improvements or to remove any materials now on site.

10. **POSSESSION.**

A. If Buyer timely performs all obligations, possession shall be delivered at the time of closing, subject to the terms that follow.

B. Buyer acknowledges the present farm tenant has not been terminated, has a lease for the 2023 crop year, and has the right to continue to occupy the Real Estate until February 23, 2024, including the right to remove crops.

The obligation to terminate the farm tenant prior to September 1, 2024 is the responsibility of Buyer, if Buyer desires.

- C. Buyer is obligated to report to the Worth County FSA office and to provide the filed Deed after closing in order to receive the following, if applicable: i) Allotted base acres; ii) Any future government programs; iii) Final tillable acres; iv) CRP proration.
- D. Buyer assumes all obligations under the terms of all CRP contracts, if any, and agrees to fulfill such contracts without default, and agrees to hold Seller and Seller's successors and assigns harmless and to indemnify them for all damages, claims and losses, of whatsoever type or nature, including attorney's fees and court costs, regarding such CRP contracts. Buyer acknowledges and agrees that all duties and obligations under this Contract are binding upon successors and assigns of Buyer.

11. **RENTS.** Seller retains the right to all farm rent payments for the farm fiscal year beginning March 1, 2022 and ending February 28, 2023, and all prior farm fiscal years.

Buyer shall receive the farm rent payment for the farm fiscal year beginning March 1, 2023 and ending February 28, 2024, and all subsequent farm fiscal years.

If there are CRP contracts in place, then any payments due under such contract shall be prorated in the customary fashion.

12. **USE OF PURCHASE PRICE.** At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

13. **ABSTRACT AND TITLE.** Seller, at Seller's expense, shall promptly obtain an Abstract of Title to the Real Estate continued through the date of execution of this Contract and deliver the Abstract to Buyer for examination. The Abstract shall show merchantable title in Seller in conformity with this Contract, Iowa law and Title Standards of the Iowa State Bar Association. The Abstract shall become the property of Buyer when the purchase price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or their assignees.

14. **DEED.** Upon payment of the purchase price, Seller shall convey the Real Estate to Buyer or their assignees, by Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in paragraphs 2(a) through 2(e). Any warranties of title shall extend only to the time of execution of this Contract, with special warranties as to acts of Seller continuing up to time of delivery of the Deed.

All mineral rights, if any, held by Seller will be transferred to Buyer upon closing.

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

16. **REMEDIES OF THE PARTIES.**

- A. If Buyer fails to timely perform this Contract, Seller may forfeit this Contract as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Seller may declare the entire balance immediately due and payable. Thereafter this Contract may be foreclosed in equity and the Court may appoint a receiver.
- B. If Seller fails to timely perform this Contract, Buyer has the right to have all payments made returned to them.
- C. Buyer and Seller also are 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.

17. **CONSTRUCTION.** Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

18. **NOTICE.** Any notice under this Contract 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 respective addresses given below.

19. **GENERAL PROVISIONS.** In the performance of each part of this Contract, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Contract shall apply to and bind the successors in interest of the parties. This Contract shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Contract. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

20. **CERTIFICATION.** Buyer and Seller 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.

21. CONTRACT BINDING ON SUCCESSORS IN INTEREST/NOTICE OF BUYER'S INTENT TO EXECUTE A SECTION 1031 TAX-DEFERRED EXCHANGE.

- A. This Contract shall apply to and bind the successors in interest of the parties.
- B. The parties acknowledge that Buyer may purchase the Real Estate as replacement property as part of a tax-deferred exchange, as defined in Internal Revenue Code Section 1031.

Further, the parties acknowledge all right, title and interest in this Contract may be assigned by Buyer to a qualified intermediary or an EAT for purposes of facilitating said tax-deferred exchange in accordance with Internal Revenue Code and the Internal Revenue Service regulations.

Seller agrees to cooperate with Buyer and with the qualified intermediary or EAT by executing any documentation reasonably necessary to effect said exchange. In doing so, Seller will bear no additional cost or liabilities as a result of Sellers' intent to engage in a tax-deferred exchange.

Any assignment by Buyer will not release Buyer from Buyer's duty to perform under this Contract until specifically stated in writing by Seller.

Buyer's performance under this Contract is not conditioned upon Buyer's ability to effect said exchange.

22. **NONREFUNDABLE EARNEST MONEY.** The earnest monies paid by Buyer on this Contract are nonrefundable, except if title cannot be made marketable in accordance with the terms of this Contract and closing does not occur due to the failure of unmarketable title or other reasons attributed to Seller.

In the event title cannot be made marketable and closing does not occur due to the failure of unmarketable title or other reasons attributed to Seller, then the earnest money shall be automatically refunded to Buyer without further action or approval by Seller required.

23. **CLOSING FEES AND EXPENSES.** Notwithstanding anything in this Contract to the contrary, the parties agree that regarding closing fees and expenses, the following shall apply:

ITEM #	DESCRIPTION	SELLER'S %	BUYER'S %
1.	Contract preparation	100	0
2.	Abstracting (pre-closing)	100	0
3.	Abstracting (post-closing)	0	100
4.	Deed preparation	100	0
5.	Transfer tax	100	0
6.	Fee to record Deed	0	100
7.	Title examination	0	100
8.	Closing services	50	50
9.	Title clearing expenses, if any	100	0
10.	Survey expense, if any	0	100

24. **ADDITIONAL TERMS.**

- A. Buyer shall be responsible for any fencing in accordance with Iowa law.
- B. Buyer shall be responsible for installing entrances to the Real Estate, if needed or desired.

25. **EXECUTION.** This Contract may be executed upon counterparts and becomes effective when all parties have signed, whether on the same or separate copies of this Contract. Further, a signature which has been photocopied, or a signature which has been sent by facsimile, or a signature which has been scanned and sent electronically, or signed electronically, shall have the same force and effect as an original signature.

The balance of this page has been intentionally left blank.

**COUNTERPART SIGNATURE PAGE TO
CONTRACT FOR REAL ESTATE**

“SELLER”

Dated: _____

Monica Lynn Wolf

Dated: _____

Keith R. Wolf

**Address: 9550 65th Avenue SE
Ashley, ND 58413**

Phone: 701-830-0110

Email: wolfen@drtel.net

**Attorney: Michael S. Vervaecke
Hayek, Moreland, Smith & Bergus, L.L.P.
120 East Washington Street
Iowa City, IA 52240-3924
Phone: 319-337-9606
Email: mvervaecke@hmsblaw.com**

**COUNTERPART SIGNATURE PAGE TO
CONTRACT FOR REAL ESTATE**

“SELLER”

Dated: _____

Keith Kevin Fuller

Dated: _____

Sheena R. Fuller

**Address: P.O. Box 426
Edgeley, ND 58433**

Phone: 701-709-0356

Email: fsfuller@drtel.net

**Attorney: Michael S. Vervaecke
Hayek, Moreland, Smith & Bergus, L.L.P.
120 East Washington Street
Iowa City, IA 52240-3924
Phone: 319-337-9606
Email: mvervaecke@hmsblaw.com**

**COUNTERPART SIGNATURE PAGE TO
CONTRACT FOR REAL ESTATE**

“BUYER”

Dated: _____

(Print or type name)

Dated: _____

(Print or type name)

Address: _____

Home Phone: _____

Cell Phone: _____

Email: _____

Attorney Name: _____

Attorney Address: _____

Attorney Phone: _____

Attorney Email: _____

Lender Name: _____

Lender Address: _____

Lender Phone: _____

Lender Email: _____