

**EXCLUSIVE LISTING AGREEMENT
(RIGHT TO SELL, LEASE, OR RENT REAL ESTATE)
(Broker Representation of Owner/Seller)**

Check all boxes that apply.

1. **THIS AGREEMENT** is entered into by and between prospective **SELLER(S)** (print name per title) Linda R. Shauks

hereinafter called "Owner" and Peoples Company, OWNER'S BROKER, with an address of 12119 Stafford Dr. Ste B Clark IA, 50325, hereinafter called "Broker" or "Agent". The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller, landlord or optionor. The term "Buyer" shall include buyer, tenant or optionee. The terms "sell" and "sale" shall include sell, lease, rent, exchange or option. Owner or Owner's duly authorized agent whose signature appears below, hereby grants to the undersigned Broker, the exclusive right to (☒ sell) (☐ rent) (☐ lease) for an irrevocable period beginning the 27th day of MARCH, 2015 and ending at 11:59 PM the 27th day of November, 2015 (the "Exclusive Period") the following property.

2. **THE REAL PROPERTY** located in Clarke County, IA, legally described as

135 acres m/l located in Section 15, Township 72 N, Range 27W west of the 5th PM in Troy Township Clarke County IA. Exact Legal to be taken from Abstract at Closing

Address:

130 E. Dewey St. Murray IA 50174

Other (Parking, Storage Areas, etc.):

3. **INCLUDING** (if any) all property that integrally belongs to or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fuel tank, air conditioning equipment (window or central), door chimes, built-in items and electrical service cable, garage door opener and NA control(s), other attached fixtures, radio and/or attached TV receiving equipment, fence, trees, bushes, shrubs, and plants.

OTHER ITEMS EITHER INCLUDED OR EXCLUDED (SPECIFY):

NA

Notice: Items marked "included" are intended to remain with the property after sale. However, included items may be

negotiable between Buyer and Seller, and requested items should be in writing as either included or excluded in any Offer to Buy/Purchase Agreement. The Offer to Buy/Purchase shall be the final terms of any agreement.

4. **GROSS SALES PRICE** to be \$ 547,000 449,000 on the following terms: Cash or Conventional 10/16/2015

POSSESSION will be given At Closing Subject to Tenants Rights and owner will pay to Broker a **PROFESSIONAL SERVICE FEE** of \$ NA or 5 % percent of the gross sales price, or \$ NA or NA % percent of gross 12 month lease, whichever is greater if:

- Broker procures a Buyer during the Exclusive Period ready, willing and able to purchase at the above price and terms, or on any other price and terms agreeable to Owner; or
- Owner or anyone else sells, exchanges, leases, rents or otherwise transfers the property during the Exclusive Period at any price or on any terms (or as provided in paragraph 9); or
- The property is sold, transferred, leased, rented, or exchanged, by any person, within 90 days after the end of the Exclusive Period (the Protection Period), to any person, firm or corporation, to whom Broker or any person representing Broker has a causal connection and presented for sale this property during the Exclusive

Owners [Signature] acknowledge they have read this page.

Period, if Broker supplies Owner with a list of names and addresses of persons at or before the end of the Exclusive Period. Provided, however, that Owner shall not be obligated to pay the Professional Service Fee if: (1) a valid listing agreement for the Property is entered into during the Protection Period with another licensed real estate broker and the sale of the Property is made during the Protection Period; and (2) Owner does not reserve the parties on the protected list from the new listing; or

- (d) Owner prevents the sale of this property by any adverse action, including, but not limited to, prohibiting the buyer from making improvements to the property required by lender prior to settlement, not performing the contract in good faith, or attempting to cancel this agreement without cause. Owner agrees to deliver abstract or assist Buyer in obtaining title insurance and a good, marketable title.
- (e) In the event an offer is accepted on this property during the term of this listing agreement or any protection period thereafter, all parties agree the terms and conditions of the listing agreement will be extended to cover and accommodate final settlement, document recording, and administrative tasks to facilitate the transaction. The professional service fee shall be payable in cash in the county in this state where Broker has his principal office, at the time of the transaction settlement. Owner authorizes Broker or other escrow agent to pay Broker from Owner's proceeds of the sale.

5. COOPERATIVE BROKERAGE ARRANGEMENTS: An Exclusive Listing means that Seller/Client contracts with Brokerage to be the sole Brokerage they will contract with during the period of the listing agreement for the sale of the property. However, Owner agrees that Brokerage may cooperate with and compensate other Brokerages, that Brokerage may utilize its own independent business judgment to determine which brokerages it will cooperate with and the amount of compensation (if any or differing amounts) it will offer differing Brokerages. Broker will disclose to Owner any policy which would limit participation of any other brokerage. On this listing Brokerage may offer compensation to other Brokerages of up to (\$ NA) or (NA%) percent of gross sale price) or (50%) percent of gross commission received). If a referral fee is to be paid, a Referral Disclosure will be provided.

6. BROKER PERMISSIONS: Broker is given permission to: (1) Submit property data to the Multiple Listing Service along with all marketing information including utility and tax information both before and after closing; (2) advertise this property via any reasonable means, including display of interior photographs and online; (3) ☒ (may) ☐ (may not) place a for-sale sign thereon; (4) remove all other for-sale signs; (5) ☐ (may) ☒ (may not) place a lock box thereon; (6) show the property at all reasonable times; (7) show other property and provide comparative data to prospective buyers; (8) recommend property inspections at buyer's expense. (9) Utilize best efforts to sell the property. Brokerage/Agent shall not pay for any services (other than the above) without the written agreement between Brokerage and Client. Broker may also make the following selling statement to prospective buyers:

Tenant Occupied - Set showing times w/ Renters

Broker ☒ (may) ☐ (may not) disclose this reason for selling:

Advertising: If Owner/Seller advertises on their own, Brokerage name and number shall not be on any marketing or advertising, unless the Brokerage has approved and provided written consent to Seller. Seller shall inform brokerage of any form of independent advertising.

7. OWNER INQUIRIES: Owner agrees to refer to Broker all inquiries from any person received during the Exclusive Period. Owner agrees to provide the Broker access to the property at all reasonable times and agrees to assist in marketing the property. Owner authorizes the Broker to release any mortgage, credit, or loan information which may be necessary or useful to promote and complete the sale of the property.

8. RENTAL LIMITATIONS: If the subject property is being offered for sale, owner agrees that this property will not be rented during the term of this agreement, unless the lease specifically provides that the property may be shown upon 24 hours notice to the tenant during reasonable hours and that possession shall be given to a buyer within 45 days of accepted offer. Is this property being sold subject to tenants' rights? ☒ (yes) ☐ (no). If yes, attach lease(s) and/or rental agreement(s).

9. EARNEST MONEY: Broker may: (1) accept earnest money deposits; (2) hold earnest money checks until both buyer and seller have executed a sales agreement; (3) deposit earnest money in Broker's trust account; (4) hold earnest money until the transaction has been consummated or otherwise terminated; (5) require written releases from all parties before releasing trust funds. If a buyer deposits earnest money and thereafter defaults, the balance of the earnest money shall be paid to Owner: and Owner ☐ agrees ☒ does not agree to pay a sum equal to 0 % of the earnest money (but not exceeding the amount of the Professional Service Fee) to Broker for Broker's services.

10. OWNER REPRESENTATION OF PROPERTY: Owner agrees to complete and accurately describe all items required by a Sellers Disclosure of Property Condition form which satisfies the requirements of Chapter 558A of the Code of IOWA and to advise the Broker of any structural or other defects known in the property which a reasonable inspection

Owners ☒ acknowledge they have read this page.

could not discover. The Owner further warrants they have utilized ordinary care in completing form and all information disclosed will be correct and agrees to indemnify and hold harmless the broker from any and all loss, damage or expense to which Broker may be subject in connection with the failure to make adequate disclosure by Owner, including reasonable attorney fees and costs. The Owner acknowledges that the Broker has a legal duty to disclose to all parties any Material Adverse Facts which the Broker has actual knowledge and which a reasonable inspection by the proposed Buyer would not reveal. Owner also agrees to complete a Lead Based Paint Disclosure if obligated under Federal or State Laws.

11. HAZARDOUS MATERIALS AND DEFECTS: Owner represents that there are no known hazardous materials or contaminations of any kind, nor any known defects, structural or otherwise, in, on or about the property, except NONE KNOWN. (If none, so state)

12. EQUIPMENT, FIXTURES AND MECHANICAL SYSTEMS: Owner agrees that all equipment and fixtures, including appliances (if any), electrical, plumbing, heating, and cooling, as part of this sale, will be in operating condition and performing the function for which they were intended, on either the date of possession or settlement, whichever takes place first, except NONE. (If none, so state)

13. INDEMNIFICATION: Owner warrants that all information given herein, and set forth on any property data sheet provided to Broker, is correct to the best of Owner's knowledge and belief and indemnifies Broker from all damages that may arise out of undisclosed, or incorrect facts or statements of Owner. Owner ☒ has ☐ has not reviewed the property data sheet and if reviewed accepts data thereon by signing below. If reviewed, initialed by Owner, and attached, it is made a part of this Agreement.

14. REMEDIES OF THE PARTIES: If Broker successfully defends any court action lacking good cause or good faith brought against Broker by Owner, Owner agrees to pay all usual and reasonable court costs and attorney fees expended by Broker. This listing agreement and any contract arising there from, shall be interpreted, governed and construed pursuant to the laws of the State of IOWA and the parties consent that the IOWA District Court in the County where the property is located shall be the forum and jurisdiction in which to bring any cause of action arising out of or under this agreement.

15. BROKERAGE SERVICES ONLY: Owner acknowledges that Broker is acting as a Real Estate Broker only and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant or other professional service advisor. Owner is hereby advised to seek such other professional advice as may be important to Owner. The following minimum service shall be provided to the client.

- Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
- Assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed.
- Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
- Provide prospective buyers access to listed properties.

16. REQUEST TO COMPLETE FORM DOCUMENTS AND PERMISSION TO CALL: Owner requests that Broker select, prepare and complete form documents as authorized by IOWA law or rule, such as purchase agreements, groundwater hazard, and declaration of value forms, and authorize Broker to call Residence.

17. RELEASE OF INFORMATION: Owner authorizes lender(s), contract holder(s), and utility companies to provide Broker with any and all information regarding the above-described property.

18. FAX TRANSMISSION: The facsimile transmission of a signed copy hereof, as well as any addendums to this agreement shall constitute a binding agreement. The parties agree to confirm this agreement by mail or personal delivery of the original signed agreement between the parties.

19. ENTIRE AGREEMENT: This Exclusive Listing Agreement constitutes the entire agreement between the parties relating to Broker's representation of Owner, and supersedes any prior listing agreement, whether oral or written. This Agreement shall be binding upon the heirs, assigns, executors, and administrators of the parties and only agreements noted herein, shall be binding upon the parties. This property is offered without respect to race, color, creed, sex, sexual orientation, gender identity, national origin, religion, physical/mental disability/handicap or familial status/presence of children.

20. NOTICE. Any notice required under this Agreement shall be deemed delivered when it is received either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt of any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Brokerage, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.

Owners  acknowledge they have read this page.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT WITH A
LAWYER. RECEIPT OF A COPY OF THIS AGREEMENT IS
ACKNOWLEDGED BY OWNER.

[Signatures on Following Page]

EXECUTED this 27th day of March at 12:00 ☐ a.m. ☒ p.m.

BROKER/BROKERAGE Peoples Company

Address 12119 Stratford Dr. Ste B
Clive IA, 50325

By: [Signature]

AFFILIATED LICENSEE

Kyle Walker

Telephone: (515) 291-5766

1. OWNER Linda R. Shanks

2.

OWNER

Print Name

Signature: [Signature]

Print Name

Signature: _____

Address: 1680 NW 81st St.
Clive IA, 50325.

Address: _____

Telephone: (515) 480-4027

Telephone: _____

Email: MRS1RS@aol.com

Email: _____

Tax ID # _____

Tax _____

Owners [Signature] acknowledge they have read this page.

**SELLER DISCLOSURE OF PROPERTY CONDITION**

(To be delivered prior to buyer making Offer to Buy Real Estate)

Property Owner(s) & Address: 130 East Dewey St. - 135 Acres of
surrounding farmland in Murray IA

Purpose of Disclosure: Completion of Section I this form is required under Chapter 558A of the Iowa code which mandates the Seller(s) disclose condition and information about the property, unless exempt:

Exempt Properties: Properties exempted from the Seller's disclosure requirement include (IA Code 558A): Bare ground; property containing 5 or more dwellings units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed properties; fiduciaries in the course of an administration of an decedent's estate, guardianship, conservatorship, or trust; between joint tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing spouses; commercial or agricultural property which has no dwellings.

Seller(s) certifies that the property is exempt from the requirement(s) of Iowa Code 558A because one of the above exemptions apply. If so, you may stop here.

 Seller Date

 Seller Date

 Buyer Date

 Buyer Date

Instructions to the Seller: (1) Complete this form yourself. (2) Report known conditions materially affecting the property and utilize ordinary care in obtaining the information. (3) Provide information in good faith and make a reasonable effort to ascertain the required information. (4) Additional pages or reports may be attached. (5) If some items do not apply to your property, write "NA" (not applicable). (6) All approximations must be identified "AP". If you do not know the facts, write or check UNKNOWN. (7) Keep a copy of this statement.

Seller's Disclosure Statement: Seller discloses the following information regarding the property and certifies this information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any inspection or warranty the purchaser may wish to obtain. The following are representations made by Seller and are not by any Agent acting on behalf of the Seller. **The Agent has no independent knowledge of the condition of the property except that which is written on this form. Seller advises Buyer to obtain independent inspections relevant to Buyer.**

Seller initials [Signature]

Buyer initials _____

I. Property Conditions, Improvements and Additional Information: (Section I is Mandatory)

- Basement/Foundation:** Has there been known water or other problems? Yes ☒ No ☐ Unknown ☐ If yes, please explain: Foundation needs work especially south west corner -
- Roof:** Any known problems? Yes ☒ No ☐ Unknown ☐ Type _____
 Unknown ☐ Date of repairs/replacement _____ Unknown ☐
 Describe: It's old
- Well and pump:** Any known problems? Yes ☐ No ☒ Unknown ☐ Type of well (depth/diameter), age and date of repair: City water connected Has the water been tested? Yes ☐ No ☐ Unknown ☐
 If yes, date of last report/results: _____
- Septic tanks/drain fields:** Any known problems? Yes ☐ No ☒ Unknown ☐ Location of tank _____
 Unknown ☐ Age _____ Unknown ☒
 Has the system been inspected within 2 years or pumped/cleaned within 3 years?
 Yes ☐ No ☐ UNK ☒ Date of inspection _____ UNK ☐ Date tank last cleaned/pumped _____ UNK ☐

5. **Sewer:** Any known problems? Yes ☐ No ☐ Any known repairs/replacement? Yes ☐ No ☐
Date of repairs Sept 2002
6. **Heating system(s):** Any known problems? Yes ☐ No ☒ Any known repairs/replacement? Yes ☐ No ☐
Date of repairs Approx 6 yrs old
7. **Central Cooling system(s):** Any known problems? Yes ☐ No ☐ Any known repairs/replacement? Yes ☐ No ☐
Date of repairs None - window
8. **Plumbing system(s):** Any known problems? Yes ☐ No ☒ Any known repairs/replacement? Yes ☐ No ☐
Date of repairs _____
9. **Electrical system(s):** Any known problems? Yes ☐ No ☒ Any known repairs/replacement? Yes ☐ No ☐
Date of repairs older wires -
10. **Pest Infestation:** (wood-destroying insects, bats, snakes, rodents, destructive/troublesome animals, etc.)
Any known problems? Yes ☐ No ☒ Unknown ☐ Date of treatment _____
Previous Infestation/Structural Damage? Yes ☐ No ☐ Date of repairs _____
11. **Asbestos:** Is asbestos present in any form in the property? Yes ☐ No ☒ Unknown ☒ If yes, explain: _____
12. **Radon:** Any known tests for the presence of radon gas? Yes ☐ No ☒ If yes, test results? _____
Date of last report _____
Seller Agrees to release any testing results. If not, Check here ☐
13. **Lead Based Paint:** Known to be present or has the property been tested for the presence of lead based paint?
Yes ☐ No ☐ Unknown ☒ If yes, what were the test results? _____
- Has the lead disclosure form and pamphlet been provided? Yes ☐ No ☐
14. **Any known** encroachments, easements, "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others), zoning matters, nonconforming uses, or a Homeowners Association which has any authority over the property? Yes ☐ No ☒ Unknown ☐
15. **Features** of the property known to be shared in common with adjoining landowners, such as walls, fences, roads and driveways whose use or maintenance responsibility may have an effect on the property?
Yes ☐ No ☒ Unknown ☐
16. **Structural Damage:** Any known structural damage? Yes ☒ No ☐ Unknown ☐
17. **Physical Problems:** Any known settling, flooding, drainage or grading problems? Yes ☒ No ☐ Unknown ☐
18. **Is the property located in a flood plain?** Yes ☐ No ☒ Unknown ☐ If yes, flood plain designation _____
19. **Do you know the zoning classification of this property?** Yes ☒ No ☐ Unknown ☐
What is the zoning? AG
20. **Covenants:** Is the property subject to restrictive covenants? Yes ☐ No ☒ Unknown ☐
If yes, attach a copy OR state where a true, current copy of the covenants can be obtained:
☐ On file at County Recorder's office or: _____

You **MUST** explain any "Yes" responses above (Attach additional sheets if necessary):

Foundation -
Crack in wall in living room & closet -
Beam support (jack) is under kitchen -

Seller initials

JS

Buyer initials

JS

JS

II. Appliances/Systems/Services (Note: Section II is for the convenience of Buyer/Seller and is not mandatory):

Notice: Items marked "included" are intended to remain with the property after sale. However, included items may be negotiable between Buyer and Seller, and requested items should be in writing as either included or excluded in any Offer to Buy/Purchase Agreement. The Offer to Buy/Purchase Agreement shall be the final terms of any agreement.

	Included	Working?			Rented?	Yes	No	OR	Unknown		Included	Working?			OR	Unknown
		Yes	No	OR								Yes	No	OR		
Range/Oven	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Lawn Sprinkler System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>						Solar Heating System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Pool Heater, Wall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Hood/Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						liner & equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Well & Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
TV receiving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Smoke Alarm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Septic Tank &		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Sump Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Drain field		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						City Water System		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Central AC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						City Sewer System		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Window AC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Plumbing System		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Central Heating System		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Gas Grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Water Heater		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Attic Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Windows		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Fireplace/Chimney		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Wood Burning System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Sauna/Hot tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Water Softener/	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Locks and Keys	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
LP Tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Keys & Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Storage Shed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Swing Set	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
Basketball Hoop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
Underground	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Boat Dock	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
"Pet fence"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						Boat Hoist	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Pet Collars	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
Garage door opener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												

of collars _____
of remotes _____

Exceptions/Explanations for "NO" responses above:

Stove - window AC - stay if wanted.

ALL HOUSEHOLD APPLIANCES ARE NOT UNDER WARRANTY BEYOND DATE OF CLOSING.
Warranties may be available for purchase from independent warranty companies.

Seller initials JS Buyer initials

III. Additional Non-Mandatory Requested Items: Are you as the Seller aware of any of the following:

- Any significant structural modification or alteration to property? Yes ☒ No ☐ Unknown ☐ Please explain: Septic - wrong - foundation and roof are old -
- Has there been a property/casualty loss or insurance claim over \$5,000, or major damage to the property from fire, wind, hail, flood(s) or other conditions? Yes ☐ No ☒ Unknown ☐ If yes, has the damage been repaired/replaced? Yes ☐ No ☐

3. Are there any known current, preliminary, proposed or future assessments by any governing body or owner's association of which you have knowledge? Yes ☐ No ☒ Unknown ☐
4. Mold: Does property contain toxic mold that adversely affects the property or occupants? Yes ☐ No ☐ Unknown ☒
5. Private burial grounds: Does property contain any private burial ground? Yes ☐ No ☒ Unknown ☐
6. Neighborhood or Stigmatizing conditions or problems affecting this property? Yes ☐ No ☒ Unknown ☐
7. Energy Efficiency Testing: Has the property been tested for energy efficiency? Yes ☐ No ☒ Unknown ☐
If yes, what were the test results? _____
8. Attic Insulation: Type _____ Unknown ☒ Amount _____ Unknown ☐
9. Are you aware of any area environmental concerns? Yes ☐ No ☒ Unknown ☐ If yes, please explain: _____
10. Are you related to the listing agent? Yes ☐ No ☒ If yes, how? _____
11. Where survey of property may be found: Unknown

If the answer to any item is yes, please explain. Attach additional sheets, if necessary: _____

12. Repairs: Any repair(s) to property not so noted: (Date of repairs, Name of repair company if utilized.) (Note: Repairs are not normal maintenance items) (Attach additional sheets, if necessary)

House remodelled inside - 2008 - walls - drywall, floor - ceiling - entry - furnace - water heater -

Seller has owned the property since Sept 2008. Seller has indicated above the history and condition of all the items based solely on the information known or reasonably available to the Seller(s). If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold Broker liable for any representations not directly made by Broker or Broker's affiliated licensees (brokers and salespersons). **Seller hereby acknowledges Seller has retained a copy of this statement.**

Seller acknowledges requirement that Buyer be provided with the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.

Seller Linda P. Shank Seller _____ Date 6-16-2015

Buyer hereby acknowledges receipt of a copy of this statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer(s) may wish to obtain.

Buyer acknowledges receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.

Buyer _____ Buyer _____ Date _____



**ESTIMATED
Seller's Closing Expenses**

Name of Seller: Linda R. Shanks

Property Address or Legal: 130 E. Dewey St. Murray IA 50174

	Debit	Credit
Purchase Price	\$ _____	\$ 450,000
Earnest money, per sale agreement	\$ _____	\$ (30,000)
Additional payment received prior to this date	\$ _____	\$ _____
Contract amount	\$ _____	\$ _____
Existing Mortgage	\$ _____	\$ _____
Insurance	\$ _____	\$ _____
Real Estate Taxes – Due <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date <u>Up to Date</u>	\$ _____	\$ _____
Real Estate Taxes – Prorated - <u>13 months</u> to 8/1/15	\$ 3,549	\$ _____
Real Estate Taxes – special assessments?	\$ _____	\$ _____
Pro-rated rent <u>To be decided on second half of cash rent</u>	\$ _____	\$ _____
Recording fees <u>Buyer Pays</u>	\$ _____	\$ _____
Abstract – Location <u>Clarke County</u>	\$ 500	\$ _____
Survey – Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ _____	\$ _____
Appraisal fee	\$ _____	\$ _____
Attorney's fee <u>Deed- Hendricks</u>	\$ 50	\$ _____
Revenue stamps <u>(1.6 x \$K) 1st \$500 exempt</u>	\$ 719.20	\$ _____
Septic System - <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If Yes, Inspection Fees <u>Buyer pays for</u>	\$ _____	
Or New System? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>ptic costs</u>	\$ _____	
Commission	\$ _____	\$ _____
<u>4% Peoples Company Fee</u>	\$ 18,000	\$ _____
<u>House "AS-IS" No Costs</u>	\$ _____	\$ _____
	\$ _____	\$ _____
Total Expenses	\$ 22,818.20	
		Estimated Net Proceeds \$ 427,181.80

Remarks:

Kyle Walker will pay the \$185 Peoples Company Closing Fee.
This is based off the 4% commission scenario for current tenants. Buyer replaces septic and buys house "As-Is"

Duplicate, original received, read and approved:

Seller

Peoples Company

Broker

By: _____

Print Name: _____

All income and expenses listed above are estimated and shall not be construed as actual until the invoice for each expense is received and the purchase agreement has been signed by all sellers and buyers.



**ESTIMATED
Seller's Closing Expenses**

Name of Seller: Linda R. Shanks

Property Address or Legal: 130 E. Dewey St. Murray IA 50174

	Debit	Credit
Purchase Price	\$ _____	\$ 520,000
Earnest money, per sale agreement	\$ _____	\$ (30,000)
Additional payment received prior to this date	\$ _____	\$ _____
Contract amount	\$ _____	\$ _____
Existing Mortgage	\$ _____	\$ _____
Insurance	\$ _____	\$ _____
Real Estate Taxes – Due <u>Yes</u> <input checked="" type="checkbox"/> <u>No</u> <input type="checkbox"/> Date <u>Up to Date</u>	\$ _____	\$ _____
Real Estate Taxes – Prorated <u>12 monhs</u> to <u>June 30th, 2015</u>	\$ 3276	\$ _____
Real Estate Taxes – special assessments?	\$ _____	\$ _____
Pro-rated rent <u>To be decided on second half of cash rent</u>	\$ _____	\$ _____
Recording fees <u>Buyer Pays</u>	\$ _____	\$ _____
Abstract – Location <u>Clarke Co</u>	\$ 500	\$ _____
Survey – Required? <u>Yes</u> <input checked="" type="checkbox"/> <u>No</u> <input type="checkbox"/>	\$ _____	\$ _____
Appraisal fee	\$ _____	\$ _____
Attorney's fee <u>Deed- Hendricks</u>	\$ 50	\$ _____
Revenue stamps <u>(1.6 x \$K) 1st \$500 exempt</u>	\$ 831.20	\$ _____
Septic System - <u>X</u> <u>Yes</u> <u>No</u> <input type="checkbox"/>		
If Yes, Inspection Fees	\$ 200	
Or New System? <u>X</u> <u>Yes</u> <u>No</u> <input type="checkbox"/>	\$ 9000	
Commission	\$ _____	\$ _____
<u>5% Peoples Company</u>	\$ 25000	\$ _____
Potential house issues	\$ 12500	\$ _____
	\$ _____	\$ _____
Total Expenses	\$ 51,357.20	
		Estimated Net Proceeds \$ 468,642.80

Remarks:

Kyle Walker will pay the \$185 Peoples Company Closing Fee.
This is based off the full commission scenario and replacing the septic system and \$12,500 for any house issues that may arise

Duplicate, original received, read and approved:

Seller

Peoples Company

Broker

By:

Print Name: _____

All income and expenses listed above are estimated and shall not be construed as actual until the invoice for each expense is received and the purchase agreement has been signed by all sellers and buyers.