

Purchase Agreement



THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

Date of Agreement April 27, 2015 MLS ID #: _____
Agency Agreement. In this Purchase Agreement it is clearly understood and agreed by the parties hereto, that Iowa Realty Co., Inc. (herein called "Iowa Realty"), Buyers' Appointed Agent(s), exclusively represents the Buyers in this transaction. The listing agent(s) exclusively represents Sellers in this transaction. If the same agent represents both Buyers and Sellers a detailed explanation of Consensual Dual Agency must be attached to this Agreement. Further, Buyers and Sellers acknowledge that prior to signing this Agreement, their respective agents have made a written disclosure of the type of representation being provided.

TO: SCOTT AND SUSANNE MORRISON (Sellers)
FROM: NATHAN AND BECKY REAPEY (Buyers)

The undersigned Buyers hereby offer to buy the real property locally known as
915 LAURELWOOD AVENUE PAULSBY IA 50236 PAUL
City State Zip County
and legally described as: LOT 30, PINE RIDGE ESTATES, PLAT 4

subject to and together with any reasonable easements, zoning restrictions, restrictive covenants, and mineral reservations of record, if any, and agree as follows:

1. Purchase Price: The Purchase Price shall be \$ 258,000, and the method of payment as follows:
\$ _____ with this offer; and \$ 1,500 upon acceptance of this offer and unless otherwise agreed to in writing, both amounts are to be held in trust by listing broker and the balance of the purchase price as designated below.

A. New Mortgage: This Agreement is contingent upon Buyers obtaining a commitment in writing for a CONVENTIONAL mortgage for not more than 30 years. Buyers agree to pay all customary loan costs. Buyers agree upon acceptance of this offer to immediately make application for such mortgage with a lender and to make their best effort to obtain a mortgage commitment as above provided, conditioned only on standard lender conditions. Sellers agree to pay up to the amount of 74,000 towards the Buyers' closing costs, discount fee, origination fee, and/or prepaids. If Buyers have not obtained a written commitment or loan denial on or before CREDIT APPROVAL ATTACHED, Sellers may rescind this Agreement by giving written notice to the Buyers, or Buyers' Agent, stating that if a mortgage commitment has not been obtained within 5 business days of receipt of such notice then this Agreement shall be null and void. If Sellers do not choose to give such written notice, then this Agreement shall remain valid until the Buyers have obtained a mortgage commitment or denial. In addition to the proceeds of aforementioned mortgage, Buyers shall pay the balance of purchase price in cash at the time of closing with an adjustment for closing costs to be added or deducted from this amount.

Sellers acknowledge and agree that the property will be taken off the market until Sellers receive notice of a mortgage commitment or denial from Buyers.

- B. Contract: See Attached Addendum.
- C: Assumption of Mortgage or Contract: See Attached Addendum.
- D: Cash: Buyers will pay the balance of the purchase price in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. This Agreement is not contingent upon the Buyers obtaining such funds. Sellers shall have the right to receive a verification of such funds. Buyers authorize closing services for the cash transaction be provided by (check one) Midland Escrow Services Other: _____
- E: Appraisal: This Agreement is contingent upon the property appraising by the Buyers' or the lender's appraiser at or above the purchase price.
- F: Subject to Sale: See attached Addendum
- G: Other Terms of Purchase: _____

2. This offer is contingent upon Buyers closing and obtaining proceeds from the pending sale of their home located at 3109 MELANEE DRIVE IN URBANDALE, IOWA ON OR BEFORE MAY 9, 2015

3. Possession and Closing: Closing shall take place on or about MAY 4, 2015. Possession shall take place on MAY 4, 2015. Adjustment of interest, rents and all charges attributable to the Sellers' possession are to be made of like date. Closing shall occur after approval of title and Prior to Possession. If for any reason possession is before or after the day of closing, the parties shall sign an occupancy agreement and make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon delivery of documents required to convey marketable title and receipt of all funds by the settlement agent.

4. Taxes:
A. Sellers shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given.
B. Sellers shall pay their pro-rated share, based upon date of closing, of the real estate taxes for the fiscal year in which closing occurs due and payable in the subsequent fiscal year. Buyers shall be given credit for such pro-ration at closing based upon the last known actual real estate taxes according to public record. However, if such taxes are not based upon the full assessment of the present property improvements or the tax classification as of closing, such pro-rations shall be based on the current millage and the assessed value as shown by the Assessor's Records on the date of closing. In the event of such partial assessment, it shall be the duty of Sellers to so notify Buyers and the listing agent.
C. If this Agreement is for a real estate installment contract, the tax adjustment (provided for in Paragraph B above) shall be as set forth on the Attached Addendum.

Seller(s) Initials SAM SPH Buyer(s) Initials NR RR Page 1 of 3

ADDRESS OF PROPERTY: 915 MEDVEDEN AVENUE POORCOTT

5. **Special Assessments:** Sellers shall pay in full all special assessments that are certified as liens on the public record at closing. Any preliminary or deficiency assessments which cannot be discharged by payment shall be paid through an escrow account with sufficient funds to pay such liens when payable with any unused funds to be returned to Sellers. All charges for solid waste removal, sewage, and assessments for maintenance that are attributable to Sellers' possession shall be paid by Sellers.

6. **Duties of Parties:**

- A. Neither Iowa Realty nor the listing broker, if different, its agents, employees, and associates make any representations or warranties as to the physical condition of the property, its size, future value, or income potential.
- B. Sellers and Buyers acknowledge that Sellers of real property have a legal duty to disclose Material Defects of which Sellers have actual knowledge and which a reasonable inspection by Buyers would not reveal.

7. **Condition of Property:** Federal law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in properties built prior to 1978 (See Lead-Based Paint Disclosure). If applicable, SELLERS will provide BUYERS with copies of any records or prior test results pertaining to lead-based paint.

A. The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by Sellers in its present condition until possession, ordinary wear and tear excepted. Buyers shall be permitted to make inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property.

B. Buyers may choose one of the following alternatives relative to the condition and quality of the property:

Buyer's Initials
 Seller's Initials
 DS
 NP
 RR
 SAM
 SJM

1. On or before Ten Business Days Upon Acceptance (not to exceed 10 business days after the final acceptance date), Buyers may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, lead-based paint or other material deficiencies. (This is not to be construed as an inspection to bring an older home into compliance with the current building codes.) Within this inspection period, Buyers must notify in writing Sellers' Agent, as shown herein, of any deficiency or any such deficiencies will be waived. Sellers shall immediately notify Buyers in writing of what steps, if any, Sellers will take to correct any deficiencies before closing. The Buyers shall then immediately in writing notify Seller's Agent that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void.

2. Buyers acknowledge that they have made a satisfactory inspection of the property, have been advised and encouraged by their agent to obtain an inspection and understand the importance of an inspection and are purchasing the property in its existing condition, and voluntarily waive their right to an inspection.

C. Sellers to provide home warranty for Buyer? Yes No Cost of Warranty \$ 420 Warranty Provider USA

D. If the improvements on the subject property are under construction, already constructed or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within _____ business days after final acceptance of this Agreement. New construction shall have the warranties specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. Neither Iowa Realty nor the listing broker, if different, nor their agents make warranties as to the quality of construction or materials. Other than the express warranties specifically made by suppliers of materials and/or appliances, or specifically tendered by the contractor, there are no implied or express warranties with regard to such construction.

8. **Wood Destroying Pest Inspection:** If the subject property is a one to four family residential dwelling, Sellers, at their expense, shall have the property, including fences, outbuildings, and garages, inspected for termites and other wood destroying insects by a licensed termite inspector prior to closing. If active wood-destroying infestation or damage due to prior infestation is discovered, Sellers shall have the option of either having the property treated for infestation by a licensed pest exterminator and having any damage repaired to Buyers' satisfaction, or declaring this Agreement void. Provided, however, Buyers may accept the property in writing in its existing condition without such treatment or repairs.

9. **Included Property:** Included with the property shall be all fixtures that integrally belong to, are specifically adapted to or are part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners, water purification systems (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas, air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, bathroom mirrors, attached mirrors, fencing, shelving, all storage buildings, gates, bushes, trees, shrubs, and plants. Also included shall be the following: _____

The following items shall not be included: _____

10. **Survey:** Buyers may have the property surveyed at their expense not to exceed ten business days after the final acceptance of this Agreement. If the survey, certified by a Registered Land Surveyor, shows any encroachment on said property or if any improvements located on the subject property encroach on the land of others, such encroachments shall be treated as a title defect.

11. **Insurance:** Sellers shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. 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, unless otherwise agreed by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date, provided, however, Buyers have the right to complete the closing and receive insurance proceeds regardless of the extent of damages.

12. **Deed/Joint Tenancy:** Upon full payment of the purchase price, Sellers shall deliver to Buyers a general warranty deed to this property. If Sellers' title is held in joint tenancy, this Agreement shall not sever such joint tenancy. If Buyers are married, their interest hereunder shall be held in joint tenancy unless otherwise specifically indicated.

Seller(s) Initials SAM SJM

Buyer(s) Initials NP RR Page 2 of 3

ADDRESS OF PROPERTY: 915 LAUREN AVENUE POPE CITY

13. Abstract and Title: Sellers shall promptly provide an abstract of title continued to and including the date of acceptance of this Agreement. Such abstract shall be delivered to an attorney for a title opinion for the Buyers, such attorney to be selected by the Buyers or their mortgagee. In lieu of the foregoing, Sellers may give evidence of title by the purchase of an owner's title insurance policy for Buyers or lender may purchase, or require Buyer to purchase, a title insurance policy to protect the lender's interest in the property. Sellers agree to make every reasonable effort to promptly perfect the title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the land title laws of the State of Iowa or the title policy. If closing is delayed due to Sellers' inability to provide marketable title, this Agreement shall continue in full force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party and the brokers. Sellers shall not be entitled to rescind unless they have made a reasonable effort to produce marketable title.

14. Remedies of the Parties: If Sellers fail to fulfill this Agreement, Buyers shall have the right to have all payments returned, and/or to proceed by any action at law or in equity, and if Buyers prevail, then Sellers agree to pay costs and reasonable attorney fees. Listing broker may maintain an action at law against Sellers for the collection of listing broker's commission. If Buyers fail to fulfill this Agreement, Sellers may, but are not required to, forfeit the same as provided in Chapter 656 of the Code of Iowa, and all payments made herein shall be forfeited, or Sellers may proceed by any action at law or in equity and, if Sellers prevail, then Buyers agree to pay costs and reasonable attorney fees. Although broker is not a party to this Agreement, broker shall be deemed a third party beneficiary to this Agreement and may maintain an action at law against Buyers for the collection of broker's commission. Closing of this Agreement is contingent upon payment in full of listing broker's commission.

15. Court or Lender Approval:

- A. If the property is an asset of any estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by Buyers' attorney. If necessary, the appropriate fiduciary shall promptly obtain Court approval, and conveyance shall be made by Court Officer's Deed.
- B. If this Agreement is contingent on the approval of Sellers' lender(s) as a short sale, and Sellers have not delivered written approval to Buyers within sixty (60) days of Sellers' acceptance of this Agreement, Buyers may, at Buyers' option, terminate this Agreement by giving written notice of termination to Sellers, and all earnest money shall be refunded to Buyers.

16. Funds: It is agreed that at time of closing, funds of the purchase price received from Buyers and/or Buyers' lender may be used to apply to the purchase price and to pay taxes, other liens and closing costs including the broker's commission, same to be handled under supervision of listing broker and subject to approval of Buyers' attorney on title questions needed to produce marketable title. If needed, Sellers hereby appoint listing broker to receive such funds and direct such payments and disbursements.

17. General Provisions: In the performance of each part of this Agreement, time shall be of the essence. This Agreement shall be binding on and is for the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement.

18. Mediation: If initiated, Buyers and Sellers agree that in the event of a dispute or claim arising out of or relating to this Agreement, the dispute or claim shall, before exercising any other legal remedies, be submitted to mediation in accordance with the Rules and Procedures of the Des Moines Area Association of REALTORS® Home Sellers/Homebuyers Dispute Resolution System which rules have been delivered to the parties hereto.

Buyers NP NR Sellers' SAW SKN (Initialing or not Initialing does not constitute a counteroffer.)

19. Other Provisions: Offer Is Made Subject To The Sellers Providing A Written Property Disclosure Within 24 Hours Upon Acceptance And The Buyer's Approval Of The Offer Within 24 Hours Of Closing

20. Acceptance: When accepted, this Agreement shall become a binding contract. If this offer is not accepted on or before 10:00am, April 3, 2015 shall become null and void and all payments shall be repaid to Buyers without liability on the part of any broker to either party. If accepted by Sellers on a later date and such acceptance is ratified in written or other form by Buyers, then this Agreement shall be valid and binding.

We, the Sellers, hereby accept this offer on April 3, 2015

See Counteroffer.

21. Notice: Any notice required under this Agreement shall be deemed given when it is received in writing either by hand delivery, by facsimile, by electronic mail or by certified mail return receipt requested. Persons designated for receipt of any notice for the purpose of this Agreement shall be Sellers and Buyers at the addresses set forth below or their agents.

22. Buyer Broker Compensation: If this agreement is accepted, Buyers agree to pay Iowa Realty \$140 at closing.

Scott Morrison
 Seller
Alan R. Moran
 Seller

DocuSigned by:
Nathan Rippey
 BUYER
Rebekah Rippey
 BUYER

Address
(515) 865-2492
 Telephone #

Address
3107 Melrose Drive Urbandale Iowa 50322
(515) 681-6895 (515) 681-6894
 Telephone #

Listing Agent Name
Dorene Agent / 680
 Telephone #

Selling Agent Name
Tom Mandorick, CES, CRE
(515) 453-5190
 Telephone #



Counter Offer



Seller: SCOTT AND SUSANNE MORRISON
 Buyer: NATHAN AND BECKE RIPPY
 Address of Property: 915 LAKEVIEW AVENUE POLK CITY
 Date of Purchase Agreement: APRIL 2ND 20 15

The undersigned parties agree to the above-described Purchase Agreement (a copy of which is attached hereto) with the following changes:

1. Change of Purchase Price: \$261,500
2. Change of Closing Date:
3. Change of Possession Date:
4. Other Changes: A) SELLERS AGREE TO PAY UP TO \$3,000 IN CLOSING COSTS ON BEHALF OF THE BUYERS

In all other respects, the attached Purchase Agreement is accepted. If this Counter Offer is not executed by both Buyer and Seller by o'clock M. on , 20 it shall be deemed null and void and all payments shall be returned to Buyer.

Executed at o'clock M. on , 20
 DocuSigned by: Nathan Rippey Date 4-4-15
 DocuSigned by: Rebekah Rippey Date 4-4-15

Executed at o'clock M. on , 20
 Seller Scott Morrison Date 04-05-15 Seller Susanne R. Morrison Date 4/5/15



Addendum to Purchase Agreement



MLX Number: _____

Seller: SCOTT AND SUSANNE MORRISON

Buyer: NATHAN AND BECKE RIPPEN

Address of Property being purchased: 915 LAKEVIEW AVENUE PARK CITY

Date of Purchase Agreement: APRIL 2ND, 2015

The following additional terms and conditions are hereby incorporated into the above-described Purchase Agreement:

THE FOLLOWING PERSONAL ITEMS ARE TO REMAIN WITH THE HOME:

A) ALL WINDOW COVERINGS

B) STOVE, REFRIGERATOR, MICROWAVE, AND DISHWASHER

DocuSigned by:
Nathan Rippen
BUYER: 6FB7877E8F244BC...

4-2-15
Date Seller

Scott Morrison 4-3-15
Date

DocuSigned by:
Rebekah Rippen
BUYER: 6FB7877E8F244BC...

4-2-15
Date Seller

Alan P. Rippen 4-3-15
Date



RESIDENTIAL PROPERTY SELLER DISCLOSURE STATEMENT

Property Address: 915 Lakeview Ave Polk City IA

PURPOSE:

Use this statement to disclose information as required by Iowa Code chapter 558A. This law requires certain sellers of residential property that includes at least one and no more than four dwelling units to disclose information about the property to be sold. The following disclosures are made by the Seller(s) and not by any agent acting on behalf of the Seller(s).

INSTRUCTIONS TO SELLER(S):

- A. Seller(s) must complete this statement. Respond to all questions, or attach reports allowed by Iowa Code section 558A.4(2);
- B. Disclose all known conditions materially affecting this property;
- C. If an item does not apply to this property, indicate it is not applicable (N/A);
- D. Disclose information in good faith and make a reasonable effort to ascertain the required information. If the required information is unknown or is unavailable following a reasonable effort, use an approximation of the information, or indicate that the information is unknown (UNK). All approximations must be identified as approximations (AP).
- E. Additional pages may be attached as needed;
- F. Keep a copy of this statement with your other important papers.

DISCLOSURES:

Circle response:

<p>1. Basement/Foundation: Any known water or other problems? Any known repairs? If yes, date of repairs/replacement: _____</p>	<p>Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK</p>
<p>2. Roof: Any known problems? Any known repairs? If yes, date of repairs/replacement: _____</p>	<p>Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK</p>
<p>3. Well and Pump: Any known problems? Any known repairs? If yes, date of repairs/replacement: _____ Any known water tests? If yes, date of last report: _____ and results: _____</p>	<p>Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK</p>
<p>4. Septic Tanks/Drain Fields: Any known problems? Location of tank: _____ Date tank last cleaned: _____</p>	<p>Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK</p>
<p>5. Sewer Systems: Any known problems? Any known repairs? If yes, date of repairs/replacement: _____</p>	<p>Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK</p>
<p>6. Heating System(s): Any known problems? Any known repairs? If yes, date of repairs/replacement: _____</p>	<p>Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK</p>
<p>7. Central Cooling System(s): Any known problems? Any known repairs? If yes, date of repairs/replacement: _____</p>	<p>Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK</p>
<p>8. Plumbing System(s): Any known problems? Any known repairs? If yes, date of repairs/replacement: _____</p>	<p>Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK Yes <input type="radio"/> No <input checked="" type="radio"/> N/A UNK</p>

NP KR

- 9. Electrical System(s): Any known problems? Yes No N/A UNK
 Any known repairs? Yes No N/A UNK
 If yes, date of repairs/replacement: _____

- 10. Pest Infestation (e.g., termites, carpenter ants): Any known problems? Yes No N/A UNK
 If yes, date(s) of treatment: _____
 Any known structural damage? Yes No N/A UNK
 If yes, date of repairs/replacement: _____
 Any known inspections? Yes No N/A UNK
 If yes, date of last report: _____
 and results: _____

- 11. Asbestos: Any known to be present in the structure? Yes No N/A UNK
 If yes, explain: _____

- 12. Radon: Any known tests for the presence of radon gas? Yes No N/A UNK
 If yes, date of last report: _____
 and results: _____

- 13. Lead-Based Paint: Any known to be present in structure? Yes No N/A UNK

- 14. Flood Plain: Do you know if the property is located in a flood plain? Yes No N/A UNK
 If yes, what is the flood plan designation: _____

- 15. Zoning: Do you know the zoning classification of the property? Yes No N/A UNK
 If yes, what is the zoning classification: _____

- 16. Covenants: Is the property subject to restrictive covenants? Yes No N/A UNK
 If yes, attach a copy or state where a true, current copy of the covenants can be obtained.: _____

- 17. Shared or Co-Owned Features: Any 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 N/A UNK

 Any known "common areas" such as pools, tennis courts, walkways, or other areas co-owned with others, or a Homeowner's Association which has any authority over the property? Yes No N/A UNK

- 18. Physical Problems: Any known settling, flooding, drainage or grading problems? Yes No N/A UNK

- 19. Structural Damage: Any known structural damage? Yes No N/A UNK

- 20. See attached Disclosure of Information on Lead-Based Paint and/or Lead- Based Hazard and the attached pamphlet, *Protect Your Family from Lead in Your Home*.

You **MUST** explain any "YES" response(s) above. Use the back of this statement or additional sheets as necessary. If reports are attached, identify the reports and the questions to which they pertain.

SELLER(S) DISCLOSURE:

Seller(s) discloses the information regarding this property based on information known or reasonably available to the Seller(s). The Seller(s) has owned the property since 12/2009. The Seller(s) certifies that as of the date signed this information is true and accurate to the best of my/our knowledge.

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

Seller: Scott Allen Morrison

Date: 04-05-15

Seller: Amy R. Morrison

Date: 4/5/15

BUYER(S) ACKNOWLEDGEMENT:

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

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

DocuSigned by:
Buyer: Nathan Rippey

Date: 4-5-15

DocuSigned by:
Buyer: Rebekah Rippey

Date: 4-5-15



ARBITRATION DISCLOSURE



You have the right to choose whether to have any disputes arising out of your real estate transaction decided by binding arbitration or by a court of law. By agreeing to binding arbitration, you give up your right to go to court. By signing the attached ARBITRATION AGREEMENT, you agree to binding arbitration through National Center for Dispute Settlement ("NCDS"). The Arbitration Agreement is enforceable only if it is signed by all buyers, sellers and real estate licensees representing or assisting the buyers and sellers. The Arbitration Agreement is not part of the Purchase Agreement. Your Purchase Agreement will still be valid whether or not you sign the Arbitration Agreement.

Arbitration is a private dispute resolution system offered as an alternative to the court system. It is not government sponsored, but is a program offered through "NCDS". A specially trained attorney will be assigned to serve as a neutral party to help resolve your dispute, not as an advocate for either party. The arbitrator's decision is final and binding. After a decision by the arbitrator, the court normally will refuse to hear the case in all but the most unusual situations.

All disputes arising out of the sale or purchase of your property, except disputes related to title issues, are subject to arbitration under the Arbitration Agreement. This includes claims of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under private contracts for warranty coverage. An agreement to arbitrate does not prevent a party from contacting the Iowa Real Estate Commission, the state agency that regulates the real estate profession, about licensee compliance with state law. Nor does the agreement to arbitrate prevent a party from mediating a dispute arising out of the Purchase Agreement.

The administrative fee for the arbitration system varies depending on the amount of the claim, but it is more than initial court filing fees. In some cases, small claims court is cheaper than arbitration. The maximum claim allowed in small claims court is \$5,000. This amount is subject to change in the future. In some cases, it is quicker and less expensive to arbitrate disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

A request for arbitration must be filed within 24 months of the date of closing on the property or else the claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation.

Seller(s) Initials SAM SVL Buyer(s) Initials

DS	DS
NP	RR



ARBITRATION AGREEMENT



This is an optional, voluntary agreement. Read the attached Arbitration Disclosure in full before signing.

Re: The property located at 915 LAWRENCE AVENUE POLK CITY

Any dispute between the undersigned parties, or any of them, arising out of the transfer of the above-referenced property, except disputes related to title issues, under the Purchase Agreement dated April 2nd, 2015 including claims of fraud, misrepresentation, warranty and negligence, shall be settled by binding arbitration. National Center For Dispute Settlement ("NCDS") shall be the arbitration service provider. The rules adopted by NCDS shall govern the proceedings. The rules that shall govern the proceedings are those rules in effect at the time the Demand for Arbitration is filed. This Agreement shall survive the delivery of the deed or contract for deed in the Purchase Agreement. This Agreement is only enforceable if all buyers, sellers and licensees representing or assisting the buyer and sellers have agreed to arbitrate as acknowledged by signatures below.

This Agreement does not constitute a counter offer to a Purchase Agreement.

Scott Morrison 04.05.15
Seller's Signature (Date)

Scott Morrison
Seller's Printed Name

Sue Bell 4/15/15
Seller's Signature (Date)

Sueanne B. Morrison 4/15/15
Seller's Printed Name

Seller's Agent (Date)

Broker

DocuSigned by:
Nathan Rippey 4-2-15
Buyer's Signature (Date)

NATHAN L. RIPPEY
Buyer's Printed Name

DocuSigned by:
Rebekah Rippey 4-2-15
Buyer's Signature (Date)

REBEKAH L. RIPPEY
Buyer's Printed Name

Jill Mansfield, CES, CRE 4-2-15
Buyer's Agent (Date)

IOWA REALTY
Broker

THIS ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN BUYERS, SELLERS AND AGENTS. IF YOU DESIRE LEGAL ADVICE, CONSULT A LAWYER.



I. IF IOWA REALTY, AN AFFILIATE OF HOMESERVICES OF AMERICA, INC. PRESENTS YOUR PURCHASE AGREEMENT:

- A. When an Iowa Realty Agent sells an Iowa Realty listing not listed by the Selling Agent, it is the policy of Iowa Realty to appoint the Selling Agent to act solely on the Buyer's behalf to the exclusion of all other affiliated Agents of Iowa Realty. This is known as Appointed Agency.
- B. When an Iowa Realty Buyer Appointed Agent sells a property listed by an outside brokerage firm, it is Iowa Realty policy to exclusively represent the Buyer. This is known as Single Agency.
- C. When an Iowa Realty Agent both lists and sells the same property, it is the policy of Iowa Realty to represent both Seller and Buyer as a Consensual Dual Agent. This is known as Consensual Dual Agency.

II. DUTIES OF APPOINTED AGENT TO A BUYER-CLIENT: Under Iowa law, Buyer is considered to be a client of Appointed Agent because Buyer has an agency agreement with Appointed Agent. Buyer acknowledges that Appointed Agent is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector, or other professional service advisor. Buyer has been advised to seek professional advice concerning the condition of the property and legal and tax matters. Appointed Agent has the following duties under Iowa law to Buyer as Appointed Agent's client:

- A. Place the client's interests ahead of any other party, unless loyalty to a client violates Broker or Appointed Agent's duties under the Consensual Dual Agency provisions of Iowa Code or any other applicable law.
- B. Disclose to the client all information known by Appointed Agent that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- C. Fulfill any obligation that is within the scope of this Agency Agreement, except those obligations that are inconsistent with other duties that Broker or Appointed Agent has under the Real Estate Brokers and Salespersons provisions of the Iowa Code or any other law.
- D. Disclose to a client any financial interests the Appointed Agent or Broker has in any business entity to which Appointed Agent or Broker refers a client for any service or product related to the transaction.

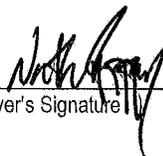
III. APPOINTED AGENT'S DUTIES TO ALL PARTIES IN THE TRANSACTION: In providing brokerage services, under Iowa law, Appointed Agent must perform the following duties to all parties to a sale or lease:

- A. Provide brokerage services to all parties to the transaction honestly and in good faith.
- B. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- C. Disclose to each party all material adverse facts that Appointed Agent knows except for the following:
 - 1. Material adverse facts known by the Buyer or Seller.
 - 2. Material adverse facts Buyer or Seller could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - 3. Material adverse facts the disclosure of which is prohibited by law.
 - 4. Material adverse facts that are known to a person who conducts an inspection on behalf of Buyer or Seller.
- D. Account for all property (money) coming into the possession of Broker or Appointed Agent that belongs to Buyer or Seller within a reasonable time of receiving the property.

IV. IOWA REALTY APPOINTMENT OF AGENT TO ENTER INTO AN AGREEMENT. All actively affiliated licensees with Iowa Realty are authorized to enter into agreements with Buyer(s) for the purpose of representing them in the purchasing or leasing of real property. The nature of the agency into which affiliated licensees are authorized to enter are Appointed Agency, Single Agency, and Consensual Dual Agency.

I acknowledge receipt of a copy of this agency disclosure document before any specific assistance was offered by the licensee.

NOTE: PART 1 IS NOT A CONSENT FORM, IT IS ONLY A NOTICE OF IOWA REALTY WORKING RELATIONSHIPS.


Buyer's Signature

2-25-15
Date


Buyer's Signature

2/25/15
Date



Buyer's Non-Exclusive Appointed Agency Agreement

(Recommended by Iowa law to be completed at time of specific assistance.)

Part 2



Name(s) of Buyer or Tenant: NATHAN AND DEBBE REEVE Date: 2-25-14

- 1. BROKER: Buyer hereby grants Iowa Realty... 2. APPOINTED AGENT(S): With Buyer's approval Broker appoints JIM MANNING and JANEY CARLSON

Broker may name additional Appointed Agents for Buyer from time to time if the Appointed Agent is unable to fulfill the terms of this Agreement...

Broker operates exclusively through Appointed Agent or Single Agency and no other agency relationships, except Consensual Dual Agency...

3. APPOINTED AGENT'S ROLE AND DUTIES:

- A. Act at all times in the Buyer's best interest... B. Show and make properties available... C. Accept delivery of and present to the client offers... D. Assist the client in developing, communicating... E. Answer the client's questions... F. Provide prospective buyers access to listed properties.

4. BUYER'S ROLE: In exchange for services rendered Buyer agrees to work with Appointed Agent during the term of this Agreement by:

- A. Viewing property with Appointed Agent. B. Allowing Appointed Agent to identify, negotiate for, and/or represent the Buyer. C. Providing Appointed Agent with reliable information... D. Making themselves available to meet with Appointed Agent... E. Referring to Appointed Agent inquiries received in any form...

5. COMPENSATION OF BROKER AND COOPERATION WITH OTHER BROKERS:

- A. Commissions are generally paid by the seller or landlord. B. Buyer agrees to pay Iowa Realty at closing \$140 as Buyer Broker compensation.

6. POSSIBILITY OF DUAL AGENCY: You may want to be shown property, which is listed by your Appointed Agent. In that event, your Appointed Agent will undertake a dual representation...

Buyer(s) Initials MR

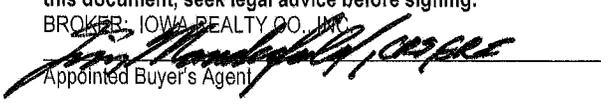
Buyer(s) Initials RR

In a Dual Agency situation:

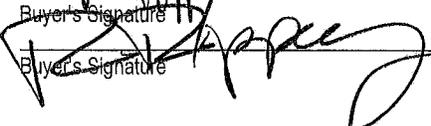
- A. Agent will not aggressively represent the interest of either party to the detriment of the other. Buyer and Seller shall primarily negotiate on their own behalf, and Appointed Agent shall cease to serve as either Buyer's or Seller's sole and exclusive agent and shall become a Consensual Dual Agent for both parties.
 - B. Agent will not disclose to Buyer or Seller personal confidences posed by the other party which might place the disclosing party at a disadvantage.
 - C. The following information will not be disclosed by Broker or Appointed Agent, acting as a dual agent without the informed written consent of the client to whom the information pertains:
 - 1. That Buyer is willing to pay more than the purchase price or accept less favorable terms than those indicated on the Buyer's initial offer to purchase; or
 - 2. That Seller is willing to accept less than the agreed listing price or material terms other than those specified in the listing agreement; or
 - 3. The facts motivating any client to buying, selling or leasing a property; or
 - 4. That Seller will agree to financing terms other than those offered.
 - D. In acting as a Consensual Dual Agent, Iowa law requires Agent to comply with the same duties to all parties as described in the agency disclosure portion of this document. In addition, a consensual dual agent will:
 - 1. Provide helpful information about the property and area to Buyer.
 - 2. Respond accurately to questions about the property.
 - 3. Disclose financial qualifications of Buyer to Seller.
 - 4. Explain real estate terms and procedures.
 - 5. Explain to Buyer the benefits of having the property inspected.
 - 6. Explain closing costs and procedures.
 - 7. Help Buyer compare financing alternatives.
 - 8. Provide information about comparable properties so Seller and Buyer may make an educated decision on what price to accept or offer.
 - 9. Assist with the standard offer form that will include the necessary protections and disclosures for Seller and Buyer.
 - 10. Work diligently to facilitate the sale within the scope of an agent's expertise and recommend when outside experts should be retained.
7. **OTHER BUYERS:** Potential buyers may be interested in the same properties as Buyer. It is agreed that Appointed Agent may represent those buyers, whether such representation arises prior to, during, or after the end of this contract. In such a situation, Appointed Agent will not disclose to either buyer the terms of the other's offer.
8. **PROHIBITED CONDUCT:** In providing brokerage services, neither the Appointed Agent nor the Broker may do either of the following:
 - A. Accept, receive or charge an undisclosed fee or commission related to a transaction from any person other than the agreed parties, unless Appointed Agent has provided written notice to all parties to the transaction that a fee or compensation will be accepted from such a person.
 - B. Act in a transaction on Appointed Agent's own behalf, or on behalf of the Appointed Agent's immediate family or brokerage, or on behalf of an organization or business entity in which Appointed Agent has an interest, unless Appointed Agent has the written consent of all parties to the transaction.
9. **FORM DOCUMENT COMPLETION:** I request that Iowa Realty or any of its employees, agents or associates select, prepare and complete form documents as authorized by Iowa law or by Iowa Supreme Court Rule, such as purchase agreements, groundwater hazard statements, and declarations of value incident to a residential real estate transaction. I understand that purchase agreements are binding legal documents competent legal advice should be sought before signing.
10. **ARBITRATION:** Marketing of real property involves the use of and is affected by interstate commerce, making it subject to the provisions of the Federal Arbitration Act. Any controversy or claim between the parties to this Buyer's Non-Exclusive Appointed Agency Agreement, its interpretation, enforcement or breach, including but not limited to claims arising from tort, including but not limited to, claims of negligence, negligent misrepresentation, breach of fiduciary duty, failure to disclose, fraud and fraud in the inducement, shall be settled by binding arbitration administered by and under the rules of **National Center for Dispute Settlement ("NCDS")**. Polk County, Iowa, shall be the exclusive venue for the completion of arbitration. While either party shall have all the rights and benefits of arbitration, both parties are giving up the right to litigate such claims and disputes in a court or through a jury trial. The results, determinations, findings, judgment and awards rendered through such arbitration, shall be final and binding on the parties hereto and shall be specifically enforced by legal proceedings instituted in the Iowa District Court for Polk County. Judgment on any arbitration award shall be entered by the Iowa District Court for Polk County. Neither party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or act in any arbitration in the interest of the general public or in any private Attorney General capacity.
11. **FEDERAL NOTICE.** The Iowa Realty family of companies is providing this notice. Iowa Realty has brokerage, title, mortgage and insurance affiliates that are committed to the highest quality of service. If you choose, however, you may limit the Iowa Realty companies from marketing their products or services to you based on your personal information that they receive from other Iowa Realty companies, such as your contact and transaction information. (Rest assured, we do not share your personal financial information with anyone.) To limit marketing offers, contact us by telephone toll-free 877-871-7621 or email at MarketingOffers@IowaRealty.com.

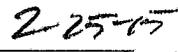
The parties acknowledge that they have read, understand, and agree to all provisions of this agreement. If you do not understand all the terms of this document, seek legal advice before signing.

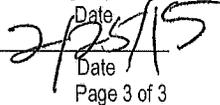
BROKER: IOWA REALTY CO., INC.


Appointed Buyer's Agent


Buyer's Signature


Buyer's Signature


Date


Date

Page 3 of 3



Affiliated Business Arrangement Disclosure Statement

To: NATHAN AND BECKE REPPAY Date: FEBRUARY 25, 2015

From: Iowa Realty

Property: _____

This is to give you notice that Iowa Realty Co., Inc. doing business as Iowa Realty ("Iowa Realty"), HomeServices Lending, LLC, Iowa Title Company, Midland Escrow Services, Inc., and Iowa Realty Insurance Agency, Inc. are part of a family of companies, and each may refer to you the services of another. Iowa Realty, HomeServices Lending, LLC, Iowa Title Company, Midland Escrow Services, Inc., and Iowa Realty Insurance Agency, Inc. are each wholly owned by HomeServices of America, Inc. ("HSoA"), either directly or through one or more subsidiaries. In addition, Iowa Realty has a contractual relationship with Home Security of America, Inc. Because of these relationships, referrals to any of these companies by another may provide the referring company, HSoA and/or its affiliates with a financial or other benefit.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Service Provider	Service Provided	HUD-1 Line	Charge or Range of Charges
HomeServices Lending, LLC	Loan Origination	(801)	\$445 - \$1,290 (except as limited by Iowa statute)
	Discount Points	(802)	0.0% - 4.0% of loan amount (optional) (except as limited by Iowa statute)
	Appraisal	(804)	\$230 - \$3,525
	Credit Report	(805)	\$9.75 - \$114.50
	Tax Service Fee	(806)	\$65 - \$110
	Flood Certification Fee	(807)	\$10 - \$30
Iowa Title Company	Abstract Lien Search of Borrower	(1102)	\$175 - \$300
	Update Abstract for Sellers	(1102)	\$450 - \$650
Midland Escrow Services, Inc.	Property Settlement Fee	(1102)	\$290 - \$575
	Closing Services Fee	(1102)	\$380 - \$750
Iowa Realty Insurance Agency, Inc.	Homeowner's Insurance	(903)	\$150 - \$2,500 annual premium, depending on product and associated risk assessments (e.g., age of home, credit score, past claims of the insured, etc.)
Home Security of America, Inc.	Home Warranty	(1303)	\$390 - \$1,200 depending on property and optional coverage

ACKNOWLEDGEMENT: I/we have read this disclosure form, and understand that I/we are being referred to the above-described services and any of these companies and/or their parents/subsidiaries/affiliates may receive a financial or other benefit as a result of any such referral.

Signature: Nathan Reppay Date: 2-25-15 Signature: [Signature] Date: 2/25/15



HOME WARRANTY CONFIRMATION & INVOICE

We have received information for buyer's coverage on the property listed below. Please provide us with the closing information and we will invoice the title company or closing attorney. Payment must be received to ensure that buyer's coverage begins

April 04, 2015

Jim Manderfield
 Iowa Realty - Jordan Grove
 3424 EP TRUE PKWY
 WEST DES MOINES, IA 50265 7680

HSA Contract No:	16 0001406032		
Property Address:	915 Lakeview Ave Polk City, IA 50226		
Buyer:	Nathan Rippey and Becki Rippey		
Seller:	No Seller's Coverage		
Buyer Mailing Addr: <small>(If different from property address)</small>	_____		
Seller Dates:	Inception:	Expiration	
Buyer Dates:	Closing: 05/04/2015	Inception: 05/04/2015	Expiration: 05/03/2016
Real Estate Agency:	Iowa Realty - Jordan Grove		
Agent Name:	Jim Manderfield		
Agency Address:	3424 EP TRUE PKWY WEST DES MOINES, IA 50265		
Title Co/Closing Atty:			
Closing Officer:			
Escrow No:			
Fax Number:			

Warranty Paid By: Seller Buyer

Fees Payable:

Coverage:	Single Family - IR2012 Buyer Home Warranty Protection Plan (Deductible: \$75.00)	\$420.00
Options:		(TBD)
Payments:		\$0.00
Total amount due at closing.....		\$420.00

Thank you for your business! Let HSA go to work for you on every real estate transaction. We're committed to providing you with top quality products and excellent service.

Payable to: HSA Mail To: HSA 1861 Ludden Drive Cross Plains, WI 53528

To file a claim call (800)367-1448

COVERAGE EXCLUSIONS: This contract excludes Items which are not in good operating condition and repair at the effective date of the contract.

HSA Home Warranty Confirmation - 915 Lakeview Ave

HSA Home Warranty [hsaautoemail.web@onlinehsa.com]

Sent: Saturday, April 04, 2015 8:30 AM**To:** Manderfield, James**HOME WARRANTY CONFIRMATION & INVOICE**

We have received information for buyer's coverage on the property listed below. Please provide us with updated closing information and we will invoice the title company or closing attorney. Payment must be received to ensure that buyer's coverage begins.

Client Name: Iowa Realty - Jordan Grove
Client Address: 3424 EP TRUE PKWY WEST DES MOINES, Iowa 50265-7680
Agent Name: Jim Manderfield
Agent Phone: 5154535190
Agent Email: jimmanderfield@iowarealty.com
Contract No: 16 0001406032
Coverage Type: Buyer Only
Property Type: Single Family
Property Address: 915 Lakeview Ave Polk City, IA 50226 - 2254
Buyer Inception-Expiration: 5/4/2015 - 5/3/2016
Close Date: 5/4/2015
Buyer Name(s): Nathan Rippey
Becki Rippey
Buyer Email(s): rippeyfamily@gmail.com (primary)
Buyer Phone(s): (515)681-6895 (Mobile primary)
(515)681-6894 (Mobile)
Plan Selected: IR2012
Deductible: \$75.00
Buyer Base Price: \$420.00
Amount Due at Closing: \$420.00

If any of the above information is incorrect, please contact us at 1-800-367-1448 so that we can make the corrections.

At closing mail with payment to: 1861 Ludden Drive Cross Plains, WI 53528

Thank you for your business! Let HSA go to work for you on every real estate transaction. We're committed to providing you with top quality products and excellent service.

This transmission is intended only for the use of the addressee and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately.