ASSIGNMENT AND POWER OF ATTORNEY

The undersigned, Richard D. McDowell _____, in consideration of and as collateral security for the repayment of financial accommodations given or to be given or continued to be given at the request of the undersigned by International Multifoods Corporation, a Delaware corporation, with its principal offices at Multifoods Tower, Box 2942, Minneapolis, Minnesota, herein called "IM", hereby transfer, assign, convey, pledge and deliver to IM all the right, title and interest of the undersigned in and to that certain Contract for the Sale of Real Estate dated the 26th day of March, 1986, recorded in Delaware County in Book 45 Page 354 made by and between Ellan Kline as Seller, and the undersigned, as Purchaser, a copy of which contract is attached hereto and made a part hereof. The Purchaser shall provide the Seller with a copy of this Assignment and Power of Attorney with instructions to advise IM in the event of default or failure of purchasers to perform any of the covenants in the said Contract for the Sale of Real Estate.

The undersigned, until all financial accommodations and indebtedness due or which may be due IM from the undersigned are paid, hereby do jointly and severally irrevocably make, constitute and appoint IM their true and lawful attorney in fact and in their name, place and stead to do the following acts:

(a) To exercise, assert and prosecute from time to time, by legal action or otherwise, any and all claims and demands and causes of action arising, directly or indirectly out of or from said Contract for the Sale of Real Estate, or any amendment thereof, that the undersigned may have against the above named Seller, its successors or assigns, or any person or entity, and to settle, compromise and adjust any such claims, including the right to receive any and all moneys that may be now or thereafter due and payable to the undersigned arising out of any such claim, and to sue for specific performance of said Contract for the Sale of Real Estate or for damages and to recover any and all installments of the purchase price which the undersigned are entitled to receive; and

(b) To advance and pay, at its option, but without any duty or obligation so to do, any and all sums which IM at any time deems necessary or advisable for the purpose of preserving said Contract for the Sale of Real Estate or the premises covered thereby or of paying, performing or enforcing said Contract for the Sale of Real Estate, and any sums so advanced or paid by IM shall be payable or reimbursable by the undersigned to IM upon its demand, together with interest thereon from date of advance at the highest rate allowed by law; and

(c) To do and perform any and all other acts necessary or incident to the performance and execution of the powers herein expressly granted, with power to do and perform all acts, hereby authorizing as fully to all intents and purposes as the undersigned or either of them might or could do if personally present with full power of substitution.

(d) It is understood that the above powers given by the undersigned to IM may be exercised solely at IM's option upon ten (10) days written notice to the undersigned, but without any duty or obligation of IM so to do.

FILE No. 14-2704
RECORDING FEE $ 25.00
TRANSFER FEE $ _____
FILED FOR RECORD THE 18 DAY OF May, 1990 AT 10:33 O'CLOCK A. M. BOOK 49 PAGE 292
STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
TLD

All former powers of attorney in the premises whatsoever hereby are revoked and the undersigned, until such financial accommodations have been paid to IM, do hereby jointly and severally renounce all rights personally to do any of the acts which said attorney hereby is authorized to perform.

IN WITNESS WHEREOF,* the undersigned have caused this instrument to be executed at Manchester, Iowa, _____, this 29 day of March, 19 90.

*Upon payment of all sums due by the undersigned Richard D. McDowell to IM, IM shall release this assignment and power of attorney forthwith, in full, and of record and this shall constitute a part of the consideration for the giving of this document.

Richard D McDowell
Richard D. McDowell

_____

STATE OF: IOWA)
) SS:
COUNTY OF: DELAWARE)

Before me, the undersigned, a Notary Public in and for said county and state this 29 of March, 19 90, personally appeared Richard D. McDowell and _____, _____, and acknowledged execution of the foregoing Assignment and Power of Attorney.

Witness my hand and notarial seal.

Dianne K. Foust
Dianne K. Foust, Notary Public

My commission expires:

11-6-92

This instrument prepared by: International Multifoods Corporation
Multifoods Tower, Box 2942
Minneapolis, Minnesota 55402

REAL ESTATE CONTRACT—INSTALLMENTS

IT IS AGREED this 26th day of March, 1986, by and between Ellan Kline, a single person,

of the County of Delaware, State of Iowa, Sellers; and Richard McDowell and Mary McDowell, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common,

of the County of Delaware, State of Iowa, Buyers:

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to Purchase the following described real estate situated in the County of Delaware, State of Iowa, to-wit:

See Exhibit "A" attached and by this reference made a part hereof.

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked "Exhibit A" all upon the terms and conditions following:

1. TOTAL PURCHASE PRICE. The buyer agrees to pay for said property the total of $22,000.00, due and payable at residence of Seller, or as directed by Seller Delaware County, Iowa, as follows:

(a) **DOWN PAYMENT** of $5,500.00 **RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED:** and

(b) **BALANCE OF PURCHASE PRICE,** $16,500.00, as follows $305.67 on May 15,1986, and $305.67 on the 15th day of each month thereafter until April 15,1991, at which time all sums due and payable under this contract shall be paid in full. All payments shall be applied first to interest, at the rate of 10% per annum, and then to principal. Interest shall be payable commencing from April 15,1986. Buyer reserves the right to prepay any or all of the balance due at any time, without penalty.

2. POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on the seventh day of April, 1986; and thereafter so long as they shall perform the obligations of this contract. If Buyers are taking subject to the rights of lessees and are entitled to rentals therefrom on and after date of possession, so indicate by "yes" in the space following _____

3. TAXES. Sellers shall pay all taxes for the fiscal year July 1, 1984–June 30, 1985 payable in 1985–1986, and 3/4 of the taxes for the fiscal year July 1, 1985–June 30, 1986, and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not assumed by Sellers and all subsequent taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, each year, shall furnish to the other parties evidence of payment of such items not later than July 15 of each year. **Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise.**

(Decide, for yourself, if that formula is fair if Buyers are purchasing a lot with newly built improvements.)

4. SPECIAL ASSESSMENTS. Sellers shall pay the special assessments against this property: (Strike out either (a) or (b) below.)

~~(a) Which, if not paid in the year 19____, would become delinquent and all assessments payable prior thereto.~~

(b) Which are a lien thereon as of April 1, 1986 (Date).

(c) Including all sewage disposal assessments for overage charge heretofore assessed by any municipality having jurisdiction as of date of possession.

Buyers, except as above stated, shall pay all subsequent special assessments and charges, before they become delinquent.

5. MORTGAGE. Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Sellers so as not to prejudice the Buyers' equity herein. Should Sellers fail to pay, Buyers may pay any such sums in default and shall receive credit on this contract for such sums so paid. MORTGAGE BY SELLERS. Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage for any amount not exceeding _____% of the then unpaid balance of the purchase price herein provided. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this contract. Buyers hereby expressly consent to such a mortgage and agree to execute and deliver all necessary papers to aid Sellers in securing such a mortgage which shall be prior and paramount to any of Buyers' then rights in said property. DEED FOR BUYERS SUBJECT TO MORTGAGE. If Buyers have reduced the balance of this contract to the amount of any existing mortgage balance on said premises, they may at their option, assume and agree to pay said mortgage according to its terms, and subject to such mortgage shall receive a deed to said premises; or Sellers, at their option, any time before Buyers have made such a mortgage commitment, may reduce or pay off such mortgage. ALLOCATED PAYMENTS. Buyers, in the event of acquiring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said premises, reserve the right, if reasonably necessary for their protection to divide or allocate the payments to the interested parties as their interests may appear. SELLERS AS TRUSTEES. Sellers agree that they will collect no money hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the encumbrance on the interest of Sellers or their assigns in said real estate; and if Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyers for the use and benefit of the Buyers.

6. INSURANCE. Except as may be otherwise included in the last sentence of paragraph 1(b) above, Buyers as and from said date of possession, shall constantly keep in force, insurance, premiums therefor to be prepaid by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Seller may reasonably require on all buildings and improvements, now on or hereafter placed on said premises and any personal property which may be the subject of this contract, in companies to be reasonably approved by Sellers in an amount not less than the full insurable value of such improvements and personal property or not less than the unpaid purchase price herein whichever amount is smaller with such insurance payable to Sellers and Buyers as their interests may appear. BUYERS SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLERS for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair the loss if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

7. CARE OF PROPERTY. Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Buyers shall not make any material alteration in said premises without the written consent of the Sellers. Buyers shall not use or permit said premises to be used for any illegal purpose.

8. LIENS. No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.

9. ADVANCEMENT BY SELLERS. If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Sellers may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Sellers, be added to the principal amount due hereunder and so secured. (For Buyers' right to make advancements

3/15/87

Book

10. JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE. If and only if, the Sellers immediately preceding this sale, hold the title to the above described property in joint tenancy, and such joint tenancy has not later been destroyed by operation of law or by acts of the Sellers, this sale shall not constitute such destruction and the proceeds of this contract, and any continuing and/or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller (or Sellers) and to accept deed solely from him or them consistent with paragraph 13 below unless and except this paragraph is stricken from this agreement.

10½. **"SELLERS."** Spouse, if not titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of this contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

11. TIME IS OF THE ESSENCE of this Agreement. Failure to promptly assert rights of Sellers herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

12. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any Deed made pursuant to this contract (See paragraph 13) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) A limited by paragraphs 1, 2, 3 and 4 of this contract; (e) Sellers shall give Special Warranty as to the period after equitable title passes to Buyers; (f) Spouse if not a titleholder, need not join in any warranties of the deed unless otherwise stipulated: (g) no (Mineral reservations of record?).

(h) no (Liens?) no (Easements not recorded?) no (Interests of other parties?) no (Lessees?)

13. DEED AND ABSTRACT, BILL OF SALE. If all said sums of money and interest are paid to Sellers during the life of this contract, and all other agreements for performance by Buyers have been complied with, Sellers will execute and deliver to Buyers a ____ Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract; and Sellers will at this time deliver to Buyers an abstract showing merchantable title, in conformity with this contract. Such abstract shall begin with the government patent (unless pursuant to the Iowa State Bar Association title standards there is a lesser requirement as to period of abstracting) to said premises and shall show title thereto in Sellers as of the date of this contract; or as of such earlier date if and as designated in the next sentence. ~~This contract supersedes the previous written offer of Buyers to buy the above described property which was accepted by Sellers on the _____ day of _____, 19____.~~ Sellers shall also pay the cost of any abstracting due to any act or change in the personal affairs of Sellers resulting in a change of title by operation of law or otherwise. If any personal property is a part of this agreement, then upon due performance by Buyers, Sellers shall execute and deliver a Bill of Sale consistent with the terms of this contract. Sellers shall pay all taxes on any such personal property payable in 19____, and all taxes thereon payable prior thereto.

14. APPROVAL OF ABSTRACT. Buyers have not examined the abstract of title to this property and such abstract is not yet accepted.

15.1. FORFEITURE. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

15.2. FORECLOSURE. If Buyers fail, in any one or more of the specified ways to comply with this contract, as in (a), (b), (c), (d) or (e) of numbered paragraph 15.1 above provided, Sellers may upon thirty (30) days written notice of intention to accelerate the payment of the entire balance, during which thirty days such default or defaults are not removed, declare the entire balance hereunder immediately due and payable; and thereafter at the option of the Sellers this contract may then be foreclosed in equity and a receiver may be appointed to take charge of said premises and collect the rents and profits thereof to be applied as may be directed by the Court.

16. ATTORNEY'S FEES. In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Sellers, or in any other case permitted by law in which attorney's fees may be collected from Buyers, or imposed upon them, or upon the above described property, Buyers agree to pay reasonable attorneys' fees.

17. INTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.

18. ASSIGNMENT. In case of the assignment of this Contract by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this Contract.

19. PERSONAL PROPERTY. If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such personalty shall be considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereof against all such personal property.

20. CONSTRUCTION. Words and phrases herein, including acknowledgments hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. See paragraph 10½, above, for construction of the word "Sellers."

21. SPECIAL PROVISIONS. See Exhibit "B" attached hereto and by this reference made a part hereof.

Executed / duplicate / triplicate

Ellan Kline
Ellan Kline

Richard McDowell
Richard McDowell

Mary McDowell
Mary McDowell

SELLERS **BUYERS**

Please type or print names under signatures as per Sec. 335.2 Code of Iowa

Dundee, Iowa 52038
Sellers' Address

Dundee, Iowa 52038
Buyers' Address

STATE OF IOWA, Delaware COUNTY, ss:

On this 3rd day of April, A. D. 19 86, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ellan Kline, a single person; Richard McDowell and Mary McDowell, husband and wife;

to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

SEAL — MARY LOU TRACEY — NOTARIAL

Mary Lou Tracey
Mary Lou Tracey, Notary Public in and for said County and State

Real Estate Contract
Installments

FROM Ellan Kline

TO Richard McDowell and Wife

Delivered to Auditor of ____ County and transfer books and for taxation this ____ day of ____, 19____.

Auditor

Deputy

Filed for record, indexed and recorded in ____ County Records.

Recorder

PAID

Deputy

DELAWARE COUNTY IOWA
FILED
86 APR 3 PM 4 19
BOOK 45 PAGE 354
JOAN E. EPPARD
RECORDER

WHEN RECORDED RETURN TO
Richard McDowell

EXHIBIT "A"

DESCRIPTION OF LAND

That part of the South half (S½) of First Street in the Town of Dundee, Delaware County, Iowa, described as follows: Commencing at a point thirty Three (33) feet South of the Southwest corner of Lot Twelve (12) in Block Two (2) in the said Town of Dundee, Iowa (said point being on the East line of Water Street extended, and on the center line of said First Street), thence South along the said East line of Water Street, extended a distance of thirty three (33) feet to the South line of said First Street, thence Southeasterly along the South line of said First Street one hundred thirty five (135) feet, thence North parallel to the said East line of said Water Street extended thirty three (33) feet to the center line of said First Street, thence Northwesterly along the center line of said First Street a distance of one hundred thirty five (135) feet to point of beginning.

Seller is attempting to purchase from the Town of Dundee, Delaware County, Iowa, part of the North half (N½) of said First Street abutting on the North and lying parallel to the land first described above, being a strip 33.0 feet North and South and 135.0 feet Southeasterly and Northwesterly. Should this purchase be successful, it will be included in this sale to Buyers without further consideration.