CONTRACT OF SALE
AND
BILL OF SALE

WHEREAS, Manly R. LeClere and Doris A. LeClere, husband and wife (hereinafter SELLERS), are the owners of a structure located on Lot 24 in Hartwick Point Division in NW NW of Sec. 30, Delhi Twp., Delaware Co., Iowa,

WHEREAS, Mitch Wilson and Don Erickman, (hereinafter BUYERS), wish to purchase the aforesaid structure for the sum of Five Thousand Dollars ($5,000.00), of which $ 247.54 has been paid, upon the following terms and conditions:

1. That SELLERS shall have delivered possession of the aforesaid structure to BUYERS by the time of the execution of this contract.

2. That upon the date of possession, BUYERS shall have paid as a down payment to SELLERS the sum of Four Hundred Ninety Eight & 39/100 and 00/100 Dollars ($ 498.39). Manly R. LeClere Mitch Wilson

3. That commencing on the 1st day of September, 1990, and on the 1st day of each month thereafter until August 1, 1993, when the unpaid balance shall be paid in full, BUYERS shall pay to SELLERS the sum of One Hundred Fifty-six and 69/100 Dollars ($156.69) with interest at the rate of eight (8) percent per annum from August 1, 1990.

4. That each monthly payment shall first be applied to interest, with the remaining portion thereof applied to principal.

FILE No. 87-2395	FILED FOR RECORD THE 17 DAY OF	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 20.00	April, 19 91 AT 1:12	Joan Sheppard, Recorder
TRANSFER FEE $	O'CLOCK P. M. BOOK 13 PAGE 166	CM 31

5. That each of the aforesaid monthly payments shall be paid to SELLERS at SELLERS' place of residence as they may designate or redesignate from time to time.

6. That the BUYERS acknowledge that they are purchasing the structure only and not the real estate upon which the said structure is located. BUYERS further recognize that in addition to the aforesaid monthly payments for the structure, an additional annual payment shall be due for lot rent to the owner of the real estate.

7. SELLERS assign and BUYERS agree to accept assignment of the real estate lease wherein SELLERS are the leaseholder and Hartwick Lake Club is the lessor.

8. That in the event BUYERS fail to pay any of the monthly payments described above and are delinquent in said payment by a period of thirty (30) days or more, or are delinquent in the annual rental payment by a period of thirty (30) days or more, SELLERS shall have the right to forfeit this contract upon thirty (30) days' notice to BUYERS in the same manner and in accordance with the procedures set forth in Chapter 656 of the Code of Iowa relating to the forfeiture of real estate contracts.

In addition to the right of forfeiture, SELLERS retain any and all other rights provided by law for the enforcement of this contract.

That in addition to any other sums due under this contract, BUYERS agree to pay any reasonable attorney fees incurred by SELLERS in enforcing the terms of this contract.

The BUYERS acknowledge that the structure described above is being sold in an "as is" condition and that SELLERS make no express or implied warranties with respect to the condition of same. BUYERS further acknowledge by the execution hereof that they have had an opportunity to inspect the structure themselves and have had the opportunity to have said structure inspected by anyone of their choosing.

Signed this 3 day of October, 1990.

SELLERS

Manly R. LeClere

Manly R. LeClere

Doris A. LeClere

Doris A. LeClere

BUYERS

Mitch Wilson

Mitch Wilson

Don Erishman

Don Erishman

STATE OF IOWA)
LINN) ss:
COUNTY OF ~~DELAWARE~~)

On this 3 day of October, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Manly R. LeClere and Doris A. LeClere, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

JUDY TUCKER
MY COMMISSION EXPIRES
1-21-91

Judy Tucker
NOTARY PUBLIC, STATE OF IOWA

STATE OF IOWA)
Jones) ss:
COUNTY OF ~~DELAWARE~~)

On this 3rd day of October, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mitch Wilson and Don Ehrisman, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Sally Hinrichsen
NOTARY PUBLIC, STATE OF IOWA

SALLY HINRICHSEN
MY COMMISSION EXPIRES
4-24-93