AFFIDAVIT

STATE OF MISSOURI)
) ss:
COUNTY OF TANEY)

That part of the SW¼ of the SE¼ of Section 28, Township 89 North, Range 5, West of the Fifth P.M., described as commencing at a point 363.0 feet East of the Southwest corner of said SW¼ of the SE¼, and running thence North 280.0 feet, thence East 175.0 feet, thence South 280.0 feet, thence West 175.0 feet to the point of beginning, in Delaware County, Iowa.

I, Ann Miller, also known as Ann L. Miller, having been first duly sworn, do upon oath depose and state that I am the surviving spouse of Lester L. Miller, who died in Taney County, Missouri, on August 21, 1977.

I further state that at the time of his death, all assets in which he owned any interest were located in the State of Missouri and were jointly owned with myself as surviving joint tenant.

I further state that there are no children born of the marriage to myself and Lester L. Miller, and that Mr. Miller left no descendants surviving him other than myself as his surviving spouse.

I further state that all costs of last illness and funeral for Lester L. Miller have been paid in full.

I further state that my husband and I purchased on installment contract from Doris E. Markley certain real property as first described above, said contract being dated June 15, 1966, which we later sold on a real estate contract, dated May 14, 1969, to William E. Bowker and Rose C. Bowker. I further state that attached hereto is a true and correct copy of said contract of sale to William E. and Rose C. Bowker.

I further state that I am one and the same person as, and sometimes known as, Angeline Miller, and that my husband was sometimes known as Lester Miller and as Lester F. Miller.

Dated this 16th day of July, 1991.

Ann L. Miller

Subscribed and sworn to before me by the said Ann L. Miller this 16th day of July, 1991.

Notary Public in and for [illegible] County, Missouri.

BILLIE SUE SNOWDEN
NOTARY PUBLIC STATE OF MISSOURI
TANEY COUNTY
MY COMMISSION EXP APRIL 25, 1993

FILE No. 122-652
RECORDING FEE $ 20.00
TRANSFER FEE $

FILED FOR RECORD THE 10 DAY OF September 19 91 AT 1:42 O'CLOCK P M. BOOK 16 PAGE 378

STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Aff.

IOWA STATE BAR ASSOCIATION
Official Form No. 21.2 (Trade-Mark Registered. State of Iowa, 1967)

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

REAL ESTATE CONTRACT (SHORT FORM)

It Is Agreed between Lester F. Miller and Ann L. Miller, of Delaware County, Iowa, **Sellers**, and, William E. Bowker and Rose C. Bowker, of Johnson County, Iowa, **Buyers:**

That Sellers hereby agree to sell and Buyers hereby agree to buy the real estate situated in Delaware County, Iowa, described as:

That part of the SE¼ of Sec. 28, Twp. 89 North, Range 5 West of the 5th P.M. described as: Commencing at the SW corner of the SE¼ of said Sec. 28, running thence East on South line of said Sec. 28, a distance of 363 feet to the point of beginning, and running thence North 280 ft., thence East 175 feet, thence South 280 feet to the South line of saidSection 28, thence West on the South line of said Sec. 28 to the point of beginning, (which real property is subject to the payment by Sellers of the hereinafter mentioned balance on contract), together with equipment as shown in the attached inventory;

together with all easements and servient estates appurtenant thereto, upon the following terms:

1. **TOTAL PURCHASE PRICE** for said property is the sum of SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - - - - - - - - - Dollars ($62,500.00) of which ONE THOUSAND AND NO/100 - Dollars ($1000.00) has been paid herewith, receipt of which is hereby acknowledged by Sellers; and Buyers agree to pay the balance to Sellers at residence of Sellers, or as directed by Sellers, as follows:

$24,000.00 cash June 2, 1969.

a. Buyer will pay for merchandise inventory at cost to Sellers on June 2, 1969.

b. Buyer will execute note and Security Agreement on Iowa State Bar Association form providing payment of balance of $37,500.00, with interest at six per cent. per annum from June 1, 1969, payable $400.00 per month commencing July 1, 1969.

c. As a part of this transaction, Sellers will assign all their right, title and interest, in and to the certain contract between Sellers and Doris E. Markley, of date June 15, 1966, and Buyers will assume and agree to pay the balance of $47,133.82, due as of June 1, 1969, including the installmant due June 1, 1969.

2. **INTEREST.** Buyers agree to pay interest from June 2, 1969 upon the unpaid balances, at the rate of six per cent per annum, payable ---- annually.

3. **TAXES.** Sellers agree to pay 5/12ths (all or per cent) of the regular taxes assessed for the year 19 69 against said property payable in the year 19 70 and any and all special assessments for improvements which have been installed at the date of this contract; and Buyers agree to to pay, before they become delinquent, all subsequent taxes and assessments against said premises.

4. **POSSESSION.** Sellers agree to give Buyers possession of said premises on or before June 2, 1969.

5. **INSURANCE.** Sellers agree to carry existing insurance until date of possession and Buyers agree to accept the insurance recovery instead of replacing or repairing buildings or improvements. Thereafter until final settlement, Buyers agree to keep the improvements upon said premises insured against loss by fire, tornado and extended coverage for a sum not less than $100,000. or the balance owing under this contract, whichever is less, with insurance payable to Sellers and Buyers as their interests may appear, and to deliver policies therefor to Sellers.

6. **ABSTRACT.** Sellers agree to forthwith deliver to Buyers for their examination abstract of title to said premises continued to the date of this contract showing merchantable title in accordance with Iowa Title Standards. After examination by Buyers the abstract shall be held by Sellers until delivery of deed. Sellers agree to pay for any additional abstracting which may be required by acts, omissions, death or incompetency of Sellers, or either of them, occurring before delivery of deed.

7. **FIXTURES.** All light fixtures, electric service cable and apparatus, shades, rods, blinds, venetian blinds, awnings, storm and screen doors and windows, attached linoleum, attached carpeting, water heater, water softener, outside TV tower and antenna, attached fencing and gates, pumps jacks, trees, shrubs and flowers and any other attached fixtures are a part of the real estate and are included in this sale except

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8. **CARE OF PROPERTY.** Buyers shall not injure, destroy or remove the improvements or fixtures or make any material alterations thereof without the written consent of Sellers, until final payment is made.

~~9. **DEED.** Upon payment of all sums owing by Buyers to Sellers, Sellers agree to and will immediately and temporaneously execute and deliver to Buyers a warranty deed upon the form approved by the Iowa State Bar Association and which shall be subject to:~~

(a) Liens and encumbrances suffered or permitted by Buyers, and taxes and assessments payable by Buyers.

(b) Applicable zoning regulations and easements of record for public utilities and established roads and highways.

(c)

10. **FORFEITURE AND FORECLOSURE.** If Buyers fail to perform this agreement in any respect, time being made the essence of this agreement, then Sellers may forfeit this contract as provided by Chapter 656 of the Iowa Code and all payments made and improvements made on said premises shall be forfeited; or Sellers may declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this contract, in which event Buyers agree to pay costs and attorney fees and any other expense incurred by Sellers.

11. (Here add additional terms or provisions)

Words and phrases herein shall be construed as singular or plural and as masculine, feminine or neuter gender according to the context.

Dated this 14th day of May, 19 69.

Lester F. Miller
(Lester F. Miller)

Ann L. Miller
(Ann L. Miller) **SELLERS**

William E. Bowker
(William E. Bowker)

Rose C. Bowker
(Rose C. Bowker) **BUYERS**

STATE OF IOWA, _____ COUNTY, ss:

On this _____ day of _____, A. D. 19____, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared _____

_____

_____

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.

_____
Notary Public in and for said County

_____,

Real Estate Contract (Short Form)

TO

Entered for taxation the _____ day of _____, 19____
_____ Auditor
By _____ Deputy

Filed for record the _____ day of _____, 19____, _____ o'clock ____ M., and recorded in Book ____, on page ____
_____ County Records.
_____ Recorder
By _____ Deputy

WHEN RECORDED RETURN TO

BOOK 16 PAGE 378

Equipment Inventory ... Page ...

12 Bowling Lanes
5 Ball Returners
5 Score Tables with Tele-scores
Settee arrangement for 12 Lanes
1 Control counter with shoe compartments
1 15 ton air-conditioner
40 Men Lockers in Men's Rest Room
1 shoe bench with ball holders (in rest room)
1 ball cleaning machine
10 Lockers on concore
1 Ball buffing machine DUP
4 Ball racks
65 bowling balls
132 pair of men and women bowling shoes
1 Lane Master
20 lockers in ladies rest room with shoe bench with ball holder
45 sets of bowling pins
1 Lino duster
2 league standing boards (chrome)
... system
Parts and tools for machinery repair
1 trophy case
2 vacuum cleaners
2 cash registers
2 coat racks
mop buckets and mops
7 cigarette urns
4 pool tables
1 cigarette machine
2 spare chasis
1 freezer (chest type)
1 two-hole ice cream chest
1 soup machine
1 grill
1 deep-frier
1 refrigerator
1 malt machine
work counter
2-compartment sink
20 ft. lunch counter with 11 stools
salt, pepper, and sugar dispensers
silverware
glasses
[illegible]
coffee maker (automatic)
Ice Cube Machine
Ball Measurer Machine

Bar-Lee
10 ft. bar with [illegible]
10 bar stools
1 refrigerator
2 back bar [illegible]
3 hole beer cooler
3 cash part and [illegible]
12 [illegible] with [illegible]
rear [illegible]

Office
1 desk with chair
Filing cabinet
Lounge
1 adding machine (electric)
1 check writer machine
1 outside neon sign ([illegible])

FADED DOCUMENT A
TIME OF RECORDIN