AGREEMENT

This agreement is made between Annelies H. Anderson, hereinafter seller and Gerhard Anderson and Leta Anderson, hereinafter buyers,

WHEREAS, seller owns a welding business in Manchester, Iowa known as Bruce's Auto and Weld Shop and owns valuable assets connected therewith and is desirous of selling same to buyers and buyers are desirous of buying same,

1. SALE OF BUSINESS. Seller agrees to sell and buyers agree to buy upon the terms and conditions herein set forth the welding business of seller including the real estate, inventory and equipment with the breakdown of the purchase price being as follows:

(a). $23,500.00 for the real estate.

(b). $10,000.00 for the inventory.

(c). $20,000.00 for tools and equipment as shown on Exhibit "A" attached hereto.

2. CONSIDERATION AND PAYMENT TERMS. The monetary consideration of $53,500.00 for the purchase price of the matters hereinabove shall be paid by buyers to seller on an installment plan as follows:

(a). $500.00 per month on the 1st day of each month commencing January 1, 1992 with the same said amount to be paid on the 1st day of each month thereafter until paid in full. The payments of $500.00 shall include interest at the rate of 8% per annum which buyers agree to pay seller on the unpaid balances. The payments shall first be applied against interest accrued and then against principal.

(b). Of the $500.00 paid each month 100% shall first be considered paid against the tools and equipment until paid in full and thereafter all amounts shall be applied against the inventory and lastly all amounts shall be applied against the real estate. As the payments are made seller and buyers agree that the money paid may be allocated against certain items of

FILE No. 164-2342
RECORDING FEE $ 40.00
TRANSFER FEE $
FILED FOR RECORD THE 26 DAY OF February, 1992 AT 3:03 O'CLOCK P. M. BOOK 3 PAGE 20
STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
MISC.

tools and equipment as the contract progresses and that such items shall then be owned by buyers even in the event of a default on the balance of the contract. Seller agrees to give buyers a writing each time title passes to buyers for items of tools or equipment as a confirmation of title. Buyers shall keep the level of inventory at least equal to the balance of principal owed thereon at all times during this contract.

3. SECURITY INTEREST. Buyers grant to seller a security interest in all property herein being sold until final payment or until title has passed with respect to individual items of equipment from time to time and agrees to execute any documents necessary to effect same as required by seller.

4. Upon payment of all sums owing by buyers the seller shall deliver to buyers a warranty deed for the real estate and a Bill of Sale to all of the property not otherwise previously conveyed during the running of this contract.

5. All personal property taxes on the property sold shall be pro-rated to January 1, 1992 and paid by seller to said date and by the buyers thereafter. Buyers shall insure the property with the same or similar insurance to that now existing during the period of this contract and shall show seller proof of same whenever demanded.

6. All accounts receivable existing on the books as of January 1, 1992 if any belong to seller.

7. The real estate contract attached hereto sets forth the terms of the real estate sale, is marked Exhibit "B" and is incorporated into this agreement.

8. If buyers fail to perform this agreement in any respect, time being made the essence of this agreement, then seller may declare the full balance due and owing due and payable and proceed by suit at law or in equity to foreclose this contract in which event buyers agree to pay all costs and attorney fees and any other expenses incurred by seller.

Dated this 26 day of February, 1992.

Annelies H. Anderson

SELLER

Gerhard Anderson

Leta Anderson

BUYERS

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

On this 26 day of February, 1992 before me the undersigned a Notary Public in and for said State personally appeared Annelies H. Anderson, Gerhard Anderson and Leta Anderson to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

DIANNE K. FOUST NOTARIAL SEAL Iowa

Dianne K. Foust, Notary Public in and for the State of Iowa.

EXHIBIT "A"

Shop Equipment List and Sale Prices of Equipment — Page 1

Refrigerator	20.00
Bench & Vice	65.00
CP 200 Wire Welder	250.00
Linde Wire Feeder	70.00
Lincoln Wire Gun	75.00
Spool Gun	200.00
Dial Arc 250 Welder & Cables	300.00
Airco Welder & Cables	500.00
Port a Power	100.00
Tool Box and Tools	1500.00
Milwaukee Grinder	75.00
3 Hand Drills	150.00
Air Grinder	10.00
Dillon Torch	150.00
Work Bench with Big Vice	65.00
Hand Shear	55.00
C Clamps	200.00
Punches, Chisels and Files	50.00
Winch	50.00
Big Pedestal Grinder	75.00
2 Small Pedestal Grinders	75.00
Plasma Torch	785.78
Argon Regulator	50.00
Yellow Welder	18.00
Press Brake	300.00
Hydraulic Power Unit	300.00
Press	500.00
Chain Pipe Wrench	35.00
Sledge Hammer	15.00
2 - 2 way Drill Press Vices	50.00
Iron Rack	150.00
Belt Sander	75.00
3' x 4' Bench	50.00
Tap & Dies	100.00
Pipe Dies	75.00
Pipe Vice	10.00
Total:	$6548.78

Radiator Test Caps	50.00
Radiator Torch	25.00
Radiator Test Tank & Lift	50.00
Radiator Boil-out Tank	50.00
Radiator Flush Tank	175.00
Sand Blaster	65.00
Band Saw	280.00
Air Hoses	40.00
Water Hoses	25.00
Air Compressor	1000.00
Gas Can	10.00
Roller	50.00
Hobart Welder	125.00
Drill Bits	200.00
1" Drill Chuck	59.00
Drill Press Vice	65.00
Shop Vacuum Cleaner	49.00
2 Fild Cabinets	115.00
2 Bolt Bins	86.50
Orange Step Ladder	70.00
Extension Ladder	30.00
Shovels & Brooms	15.00
Milling Machine	650.00
Power Hack Saw	300.00
Desk	25.00
6 Shop Cabinets	100.00
Bench Outside	60.00
A Frame Outside	175.00
Bench at home	85.00
End Loader	1500.00
Log Chains	65.00
2 Floor Jacks	60.00
3 Hydraulic Jacks	35.00
3 Screw Jacks	60.00
Drill Press	75.00
Portable Welder	2000.00

Total:$7824.50

Chevy Truck	200.00
3 Torches	400.00
1 Ton Electric Hoist	35.00
Sickle Grinder	10.00
Inner Shield Wire Feeder	363.60
2 New Air Chisels	60.00
Jebson Grinder	35.00
3 Shop Carts	90.00
Air Cleaner	871.00
Infra Red Heater	27.12
Iron Worker	2500.00
Rod Oven	25.00
Clock	5.00
Trolley	25.00
2 Steel Benches	40.00
4 Steel Boxes	60.00
2 Saw Horses	20.00
18 Down Spouts	90.00
Radiator Supplies	100.00
Battery Charger	10.00
Yoke Rack	20.00
Office Chair	10.00
Stack Trays	30.00
Miscellaneous Small Equipment	600.00

Total: $5626.72

Total of all 3 Pages: $20000.00

EXHIBIT "B"

SPACE ABOVE THIS LINE
FOR RECORDER

REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Annelies H. Anderson, a single person

_____, ("Sellers"), and Gerhard Anderson and Leta Anderson, husband and wife as joint tenants with full rights of survivorship and not as tenants in common, ("Buyers") _____.

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

South One-half (S½) of Lot One (1), except the North One (1) foot thereof, Paxsons Addition to Manchester, Iowa.

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances, b. any covenants of record; c. any easements of record for public utilities, roads and highways; and d. (consider: liens; mineral rights; other easements; interests of others.) _____

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is Twenty-Three Thousand Five Hundred and 00/100---------- Dollars ($ 23,500.00) of which -0---------- Dollars ($ -0-) has been paid. Buyers shall pay the balance to Sellers at _____, or as directed by Sellers, as follows:
Terms of payment are included in Agreement to which this real estate contract is attached. The payments of $500.00 per month when credited against this contract shall first be applied against interest and then against principal.

2. **INTEREST.** Buyers shall pay interest from 1-1-92 on the unpaid balance, at the rate of 8 percent per annum, payable monthly starting 2-1-92

Buyers shall also pay interest at the rate of _____ percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Sellers shall pay pro-rated taxes through Dec. 31, 1991

and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of ~~xxxxxxxx~~ possession.
All other special assessments shall be paid by Buyers.

5. **POSSESSION.** Sellers shall give Buyers possession of the Real Estate on Jan. 1, 19 92, provided Buyers are not in default under this contract.

6. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract _____, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.) _____.

9. **CARE OF PROPERTY.** Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers. However buyers may make alterations or improvements to the property without the consent of seller if by reason thereof the value of the property has not decreased.

10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. **REMEDIES OF THE PARTIES.**

a. If Buyers fail to timely perform this contract, Sellers may, at Seller's option, either (i) forfeit Buyers' rights in this contract as provided in the Iowa Code, and all payments made by Buyers shall be forfeited or (ii) upon thirty days written notice by Sellers to Buyers of Sellers' intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable, and thereafter this contract may be foreclosed in equity; the Court may appoint a receiver; and the period of redemption after sale on foreclosure may be reduced under the conditions of Section 628.26 or Section 628.27 of the Iowa Code.

b. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

c. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

d. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

13. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

14. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

15. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

16. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. **ADDITIONAL PROVISIONS.**

This real estate contract is an inseparable part of the sale agreement to which this is attached and a breach of one shall constitute a breach of the other.

164-2342
DELAWARE COUNTY IOWA
FILED
'92 FEB 26 PM 3 05
BOOK 3 PAGE 20
RECORDER
$40.00

ANNELIES H. ANDERSON
TO
GERHARD ANDERSON &
WIFE

Gerhard Anderson ✓
515 S. 5th St.
Manchester, IA 52057

Dated: February 26, 19 92

Gerhard Anderson
Annelies H. Anderson
Lora Anderson
BUYERS

Annelies H. Anderson
SELLERS

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 26 day of February, 19 92, before me, the undersigned, a Notary Public in and for said State, personally appeared Annelies H. Anderson, Gerhard Anderson and Lora Anderson

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

Dianne K. Foust

Dianne K. Foust, Notary Public in and for Said State.