THE IOWA STATE BAR ASSOCIATION
OFFICIAL FORM NO. 142

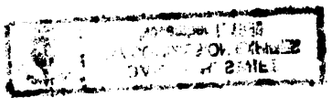
FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

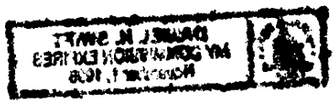
REAL ESTATE CONTRACT-INSTALLMENTS

IT IS AGREED this 31st day of May, 1995, by and between David D. Cole and Margaret L. Cole, Husband and Wife, as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, of the County Delaware, State of Iowa, Sellers; and Stephen D. Mozingo and Janice A. Mozingo, 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 attached Exhibit "A"





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 is and may be hereby described and as is itemized 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 $ 175,000.00 due and payable at 1031 Gales Avenue, Manchester, Delaware County, Iowa, as follows:

(a) **DOWN PAYMENT** of $ -0- **RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED:** and

(b) **BALANCE OF PURCHASE PRICE.** $ 175,000.00, as follows $ 1,766.57 on or before the 1st day of June, 1995, and $1,766.57 on or before the 1st day of each month thereafter until all sums due and payable under this Contract are paid in full; attached hereto and identified as Exhibit "B" is Amortization Schedule showing monthly payments of principal and interest through the course of the Contract; said Exhibit "B" is incorporated herein and made a part hereof by this reference.

2. POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on the 1st day of June, 1995; 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 proration of taxes to date of possession.

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) All assessments which are a lien thereon as of the date of possession.~~

(b) Which are a lien thereon as of June 1, 1995 (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 100% 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 therefore 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.

FILE No. 131-3153	FILED FOR RECORD THE 31 DAY OF	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 56.00	May, 1995 AT 3:37	Deborah L. Peyton, Recorder
TRANSFER FEE $	O'CLOCK P M. BOOK 135 PAGE 40	LD

For Assignment to E.C.I.A. Guaranty Abstract, Inc. See Book 135 Page 283 Filed 4/4/97

For Assignment to Peoples State Bank See Book 135 Page 282 Filed 4/4/97

For Assignment to Peoples State Bank See Book 135 Page 72 Filed 4/4/97

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' rights to make advancements, see paragraph 5 above.)

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 14 below unless and except this paragraph is stricken from this agreement.

11. 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.

12. TIME IS OF THE ESSENCE. Time is of the essence in 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.

13. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any Deed made pursuant to this contract (See paragraph 14) 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) As 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 titleholder, need not join in any warranties of the deed unless otherwise stipulated:

(g) _____
(Mineral reservations of record?)

(h) _____
(Liens?) (Easements not recorded?) (Interests of other parties?) (Lessees?)

14. 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.

15. APPROVAL OF ABSTRACT. Buyers have not examined the abstract of title to this property and such abstract is not accepted. Abstract will be continued and updated by Sellers and submitted to Buyers for examination within 30 days.

16. 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.

17. FORECLOSURE AND REDEMPTION. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action files an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

18. 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.

19. 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.

20. 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.

21. 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.

22. CONSTRUCTION. Words and phrases herein, including acknowledgements hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. See paragraph 11 above, for construction of the word "Sellers."

23. SPECIAL PROVISIONS.

See attached Exhibit "C"

DANIEL H. SWIFT
MY COMMISSION EXPIRES
November 1, 1996

DANIEL H. SWIFT
MY COMMISSION EXPIRES
NOVEMBER 1, 1996

David D. Cole

Margaret L. Cole

SELLERS

1031 Gales Avenue

Manchester, Iowa 52057

Sellers' Address

Stephen D. Mozingo

Janice A. Mozingo

BUYERS

Rural Route #1

Manchester, Iowa 52057

Buyers' Address

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 31 day of May A.D. 19 95 before me, the undersigned, a Notary Public in and for said State, personally appeared David D. Cole and Margaret L. Cole, 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.

_____ Notary Public in and for said State

EXHIBIT "A"

That part of the Northwest Quarter (NW¼) of Southeast Quarter (SE¼) of Section Twenty (20), Township Eighty-nine (89) North, Range Five (5), West of the Fifth Principal Meridian, described as commencing at a point One Hundred Fifty-seven and Sixty-five one-hundredths (157.65) feet North of the intersection of the South line of said Northwest Quarter (NW¼) of Southeast Quarter (SE¼) with the center line of the public highway, running thence North along center line of said highway One Hundred Fifty-seven and Sixty-five One-hundredths (157.65) feet, thence East Two Hundred Ten and Two-tenths (210.2) feet, thence South One Hundred Fifty-seven and Sixty-five One-hundredths (157.65) feet, thence West Two Hundred Ten and Two-tenths (210.2) feet to point of beginning;

That part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Twenty (20), Township Eighty-nine (89) North, Range Five (5), West of the Fifth Principal Meridian, described as commencing at the point of intersection of the South line of said Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) with the center line of Iowa Highway No. 13 thence North along the center line of said highway a distance of 157.65 feet, thence East 210.2 feet, thence South 157.65 feet, thence West 210.2 feet to the point of beginning

EXCEPT That part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, described as commencing at the Northeast corner of the Southeast Quarter (SE¼) of said Section Twenty (20), thence South 90 degrees 00' 00" West one thousand eight hundred sixty eight and thirty eight hundredths (1868.38) feet along the North line of said Southeast Quarter (SE¼), thence South 01 degrees 45' 25" West one thousand and sixteen hundredths (1000.16) feet along the centerline of County Road D13 and Iowa Highway No. 13, thence South 90 degrees 00' 00" East fifty four (54) feet to the point of beginning, thence South 90 degrees 00' 00" East one hundred fifty six and seventy one hundredths (156.71) feet, thence South 01 degrees 51' 57" West sixty six and thirty eight hundredths (66.38) feet, thence North 90 degrees 00' 00" West one hundred fifty six and six-tenths (156.6) feet, thence North 01 degrees 45' 25" East sixty six and thirty eight hundredths (66.38) feet to the point of beginning. The North line of the Southeast Quarter (SE¼) of said Section Twenty (20) is assumed to bear South 90 degrees 00' 00" West, as conveyed by Warranty Deed dated the 10th day of September, 1990, and filed for record in the office of the Delaware County Recorder on the 12th day of September, 1990, in Book 126, Page 343

EXHIBIT "B"

Tuesday May 23, 1995 2:44 PM

Loan Calculator

Loan Amount	175,000.00	!	Type	Freq		Date 1st	Pymts	Payment Amt
Interest Rate	9.0000	!1	0	M	1	06/01/1995	180	1,766.57
Days Per Month 1 Days Per Year 1		!2	9		0		0	0.00
Date Opened	05/23/1995	!3	9		0		0	0.00
Minimum Finance Charge	0.00	!4	9		0		0	0.00
Add-on Finance Charge	0.00	!5	9		0		0	0.00
Prepaid Finance Charges	0.00	!6	9		0		0	0.00
Credit Life Rate 0	0.0000%	!7	9		0		0	0.00
Accident/Health Rate 0	0.0000%	!8	9		0		0	0.00
Annual Percentage Rate	9.0126%	! Maturity Term						180 Months
Amount Financed	175,000.00	! Maturity Date						05/01/2010
Total Finance Charge	142,978.50	! Credit Life Premium						0.00
Total of Payments	317,978.50	! Accident/Health Premium						0.00

Pymt	Pymt Date	Principal	Interest	Balance	Int Paid	Int YTD
1	06/01/1995	1,378.22	388.35	173,621.78	388.35	388.35
2	07/01/1995	482.24	1,284.33	173,139.54	1,672.68	1,672.68
3	08/01/1995	443.12	1,323.45	172,696.42	2,996.13	2,996.13
4	09/01/1995	446.51	1,320.06	172,249.91	4,316.19	4,316.19
5	10/01/1995	492.39	1,274.18	171,757.52	5,590.37	5,590.37
6	11/01/1995	453.69	1,312.88	171,303.83	6,903.25	6,903.25
7	12/01/1995	499.39	1,267.18	170,804.44	8,170.43	8,170.43
8	01/01/1996	460.97	1,305.60	170,343.47	9,476.03	1,305.60
9	02/01/1996	464.49	1,302.08	169,878.98	10,778.11	2,607.68
10	03/01/1996	551.82	1,214.75	169,327.16	11,992.86	3,822.43
11	04/01/1996	472.26	1,294.31	168,854.90	13,287.17	5,116.74
12	05/01/1996	517.51	1,249.06	168,337.39	14,536.23	6,365.80
13	06/01/1996	479.82	1,286.75	167,857.57	15,822.98	7,652.55
14	07/01/1996	524.89	1,241.68	167,332.68	17,064.66	8,894.23
15	08/01/1996	487.51	1,279.06	166,845.17	18,343.72	10,173.29
16	09/01/1996	491.23	1,275.34	166,353.94	19,619.06	11,448.63
17	10/01/1996	536.01	1,230.56	165,817.93	20,849.62	12,679.19
18	11/01/1996	499.08	1,267.49	165,318.85	22,117.11	13,946.68
19	12/01/1996	543.66	1,222.91	164,775.19	23,340.02	15,169.59
20	01/01/1997	507.06	1,259.51	164,268.13	24,599.53	1,259.51
21	02/01/1997	510.93	1,255.64	163,757.20	25,855.17	2,515.15
22	03/01/1997	635.97	1,130.60	163,121.23	26,985.77	3,645.75
23	04/01/1997	510.70	1,246.87	162,601.53	28,232.64	4,892.62
24	05/01/1997	563.77	1,202.80	162,037.76	29,435.44	6,095.42
25	06/01/1997	527.98	1,238.59	161,509.78	30,674.03	7,334.01
26	07/01/1997	571.84	1,194.73	160,937.94	31,868.76	8,528.74
27	08/01/1997	536.38	1,230.19	160,401.56	33,098.95	9,758.93
28	09/01/1997	540.49	1,226.08	159,861.07	34,325.03	10,985.01
29	10/01/1997	584.04	1,182.53	159,277.03	35,507.56	12,167.54
30	11/01/1997	549.08	1,217.49	158,727.95	36,725.05	13,385.03
31	12/01/1997	592.42	1,174.15	158,135.53	37,899.20	14,559.18
32	01/01/1998	557.81	1,208.76	157,577.72	39,107.96	1,208.76
33	02/01/1998	562.07	1,204.50	157,015.65	40,312.46	2,413.26
34	03/01/1998	582.52	1,084.05	156,433.13	41,396.51	3,497.31
35	04/01/1998	571.58	1,194.99	155,761.55	42,591.50	4,692.30
36	05/01/1998	614.36	1,152.21	155,147.19	43,743.71	5,844.51
37	06/01/1998	580.65	1,185.92	154,566.54	44,929.63	7,030.43

EXHIBIT "B"

Pymt	Pymt Date	Principal	Interest	Balance	Int Paid	Int Y
38	07/01/1998	623.20	1,143.37	153,943.34	46,073.00	8,173.
39	08/01/1998	589.86	1,176.71	153,353.48	47,249.71	9,350.
40	09/01/1998	594.36	1,172.21	152,759.12	48,421.92	10,522.
41	10/01/1998	636.57	1,130.00	152,122.55	49,551.92	11,652.
42	11/01/1998	603.77	1,162.80	151,518.78	50,714.72	12,815.
43	12/01/1998	645.75	1,120.82	150,873.03	51,835.54	13,936.
44	01/01/1999	613.32	1,153.25	150,259.71	52,988.79	1,153.
45	02/01/1999	618.01	1,148.56	149,641.70	54,137.35	2,301.
46	03/01/1999	733.43	1,033.14	148,908.27	55,170.49	3,334.
47	04/01/1999	628.34	1,138.23	148,279.93	56,308.72	4,473.
48	05/01/1999	669.70	1,096.87	147,610.23	57,405.59	5,570.
49	06/01/1999	638.26	1,128.31	146,971.97	58,533.90	6,698.
50	07/01/1999	679.38	1,087.19	146,292.59	59,621.09	7,785.
51	08/01/1999	648.34	1,118.23	145,644.25	60,739.32	8,903.
52	09/01/1999	653.29	1,113.28	144,990.96	61,852.60	10,017.
53	10/01/1999	694.03	1,072.54	144,296.93	62,925.14	11,089.
54	11/01/1999	663.59	1,102.98	143,633.34	64,028.12	12,192.
55	12/01/1999	704.08	1,062.49	142,929.26	65,090.61	13,255.
56	01/01/2000	674.04	1,092.53	142,255.22	66,183.14	1,092.
57	02/01/2000	679.19	1,087.38	141,576.03	67,270.52	2,179.
58	03/01/2000	754.21	1,012.36	140,821.82	68,282.88	3,192.
59	04/01/2000	690.15	1,076.42	140,131.67	69,359.30	4,268.
60	05/01/2000	729.98	1,036.59	139,401.69	70,395.89	5,305.
61	06/01/2000	701.00	1,065.57	138,700.69	71,461.46	6,370.
62	07/01/2000	740.57	1,026.00	137,960.12	72,487.46	7,396.
63	08/01/2000	712.03	1,054.54	137,248.09	73,542.00	8,451.
64	09/01/2000	717.46	1,049.11	136,530.63	74,591.11	9,500.
65	10/01/2000	756.62	1,009.95	135,774.01	75,601.06	10,510.
66	11/01/2000	728.74	1,037.83	135,045.27	76,638.89	11,548.
67	12/01/2000	767.60	998.97	134,277.67	77,637.86	12,547.
68	01/01/2001	740.18	1,026.39	133,537.49	78,664.25	1,026.
69	02/01/2001	745.83	1,020.74	132,791.66	79,684.99	2,047.
70	03/01/2001	840.76	916.81	131,941.90	80,601.80	2,963.
71	04/01/2001	758.03	1,008.54	131,183.87	81,610.34	3,972.
72	05/01/2001	796.17	970.40	130,387.70	82,580.74	4,942.
73	06/01/2001	769.90	996.67	129,617.80	83,577.41	5,939.
74	07/01/2001	807.76	958.81	128,810.04	84,536.22	6,898.
75	08/01/2001	781.97	984.60	128,028.07	85,520.82	7,882.
76	09/01/2001	787.94	978.63	127,240.13	86,499.45	8,861.
77	10/01/2001	825.34	941.23	126,414.79	87,440.68	9,802.
78	11/01/2001	800.28	966.29	125,614.51	88,406.97	10,769.
79	12/01/2001	837.37	929.20	124,777.14	89,336.17	11,698.
80	01/01/2002	812.79	953.78	123,964.35	90,289.95	953.78
81	02/01/2002	819.01	947.56	123,145.34	91,237.51	1,901.34
82	03/01/2002	916.36	850.21	122,228.98	92,087.72	2,751.55
83	04/01/2002	832.27	934.30	121,396.71	93,022.02	3,685.85
84	05/01/2002	868.57	898.00	120,528.14	93,920.02	4,583.85
85	06/01/2002	845.27	921.30	119,682.87	94,841.32	5,505.15
86	07/01/2002	881.24	885.33	118,801.63	95,726.65	6,390.
87	08/01/2002	858.47	908.10	117,943.16	96,634.75	7,298.
88	09/01/2002	865.04	901.53	117,078.12	97,536.28	8,200.
89	10/01/2002	900.51	866.06	116,177.61	98,402.34	9,066.
90	11/01/2002	878.53	888.04	115,299.08	99,290.38	9,954.
91	12/01/2002	913.67	852.90	114,385.41	100,143.28	10,807.

EXHIBIT "B"

Pymt	Pymt Date	Principal	Interest	Balance	Int Paid	Int YTD
92	01/01/2003	892.23	874.34	113,493.18	101,017.62	874.34
93	02/01/2003	899.04	867.53	112,594.14	101,885.15	1,741.87
94	03/01/2003	969.21	777.36	111,604.93	102,662.51	2,519.23
95	04/01/2003	913.48	853.09	110,691.45	103,515.60	3,372.32
96	05/01/2003	947.76	818.81	109,743.69	104,334.41	4,191.13
97	06/01/2003	927.71	838.86	108,815.98	105,173.27	5,029.99
98	07/01/2003	961.63	804.94	107,854.35	105,978.21	5,834.93
99	08/01/2003	942.15	824.42	106,912.20	106,802.63	6,659.35
100	09/01/2003	949.35	817.22	105,962.85	107,619.85	7,476.57
101	10/01/2003	982.73	783.84	104,980.12	108,403.69	8,260.41
102	11/01/2003	964.12	802.45	104,016.00	109,206.14	9,062.86
103	12/01/2003	997.14	769.43	103,018.86	109,975.57	9,832.29
104	01/01/2004	979.11	787.46	102,039.75	110,763.03	787.46
105	02/01/2004	986.59	779.98	101,053.16	111,543.01	1,567.44
106	03/01/2004	1,043.97	722.60	100,009.19	112,265.61	2,290.04
107	04/01/2004	1,002.12	764.45	99,007.07	113,030.06	3,054.49
108	05/01/2004	1,034.19	732.38	97,972.88	113,762.44	3,786.87
109	06/01/2004	1,017.68	748.89	96,955.20	114,511.33	4,535.76
110	07/01/2004	1,049.37	717.20	95,905.83	115,228.53	5,252.96
111	08/01/2004	1,033.48	733.09	94,872.35	115,961.62	5,986.05
112	09/01/2004	1,041.38	725.19	93,830.97	116,686.81	6,711.24
113	10/01/2004	1,072.48	694.09	92,758.49	117,380.90	7,405.33
114	11/01/2004	1,057.54	709.03	91,700.95	118,089.93	8,114.36
115	12/01/2004	1,088.23	678.34	90,612.72	118,768.27	8,792.70
116	01/01/2005	1,073.94	692.63	89,538.78	119,460.90	692.63
117	02/01/2005	1,082.16	684.41	88,456.62	120,145.31	1,377.04
118	03/01/2005	1,155.85	610.72	87,300.77	120,756.03	1,987.76
119	04/01/2005	1,099.26	667.31	86,201.51	121,423.34	2,655.07
120	05/01/2005	1,128.91	637.66	85,072.60	122,061.00	3,292.73
121	06/01/2005	1,116.29	650.28	83,956.31	122,711.28	3,943.01
122	07/01/2005	1,145.53	621.04	82,810.78	123,332.32	4,564.05
123	08/01/2005	1,133.57	633.00	81,677.21	123,965.32	5,197.05
124	09/01/2005	1,142.25	624.32	80,534.96	124,589.64	5,821.37
125	10/01/2005	1,170.83	595.74	79,364.13	125,185.38	6,417.11
126	11/01/2005	1,159.92	606.65	78,204.21	125,792.03	7,023.76
127	12/01/2005	1,188.08	578.49	77,016.13	126,370.52	7,602.25
128	01/01/2006	1,177.87	588.70	75,838.26	126,959.22	588.70
129	02/01/2006	1,186.87	579.70	74,651.39	127,538.92	1,168.40
130	03/01/2006	1,251.17	515.40	73,400.22	128,054.32	1,683.80
131	04/01/2006	1,205.51	561.06	72,194.71	128,615.38	2,244.86
132	05/01/2006	1,232.53	534.04	70,962.18	129,149.42	2,778.90
133	06/01/2006	1,224.15	542.42	69,738.03	129,691.84	3,321.32
134	07/01/2006	1,250.70	515.87	68,487.33	130,207.71	3,837.19
135	08/01/2006	1,243.06	523.51	67,244.27	130,731.22	4,360.70
136	09/01/2006	1,252.57	514.00	65,991.70	131,245.22	4,874.70
137	10/01/2006	1,278.41	488.16	64,713.29	131,733.38	5,362.86
138	11/01/2006	1,271.91	494.66	63,441.38	132,228.04	5,857.52
139	12/01/2006	1,297.28	469.29	62,144.10	132,697.33	6,326.81
140	01/01/2007	1,291.55	475.02	60,852.55	133,172.35	475.02
141	02/01/2007	1,301.42	465.15	59,551.13	133,637.50	940.17
142	03/01/2007	1,355.42	411.15	58,195.71	134,048.65	1,351.32
143	04/01/2007	1,321.74	444.83	56,873.97	134,493.48	1,796.15
144	05/01/2007	1,345.85	420.72	55,528.12	134,914.20	2,216.87
145	06/01/2007	1,342.13	424.44	54,185.99	135,338.64	2,641.31

EXHIBIT "B"

Pymt	Pymt Date	Principal	Interest	Balance	Int Paid	Int YTD
146	07/01/2007	1,365.74	400.83	52,820.25	135,739.47	3,042.14
147	08/01/2007	1,362.82	403.75	51,457.43	136,143.22	3,445.89
148	09/01/2007	1,373.24	393.33	50,084.19	136,536.55	3,839.22
149	10/01/2007	1,396.08	370.49	48,688.11	136,907.04	4,209.71
150	11/01/2007	1,394.41	372.16	47,293.70	137,279.20	4,581.87
151	12/01/2007	1,416.72	349.85	45,876.98	137,629.05	4,931.72
152	01/01/2008	1,415.90	350.67	44,461.08	137,979.72	350.67
153	02/01/2008	1,426.72	339.85	43,034.36	138,319.57	690.52
154	03/01/2008	1,450.04	307.73	41,575.52	138,627.30	998.25
155	04/01/2008	1,448.77	317.80	40,126.75	138,945.10	1,316.05
156	05/01/2008	1,469.75	296.82	38,657.00	139,241.92	1,612.87
157	06/01/2008	1,471.08	295.49	37,185.92	139,537.41	1,908.36
158	07/01/2008	1,491.49	275.08	35,694.43	139,812.49	2,183.44
159	08/01/2008	1,493.73	272.84	34,200.70	140,085.33	2,456.28
160	09/01/2008	1,505.15	261.42	32,695.55	140,346.75	2,717.70
161	10/01/2008	1,524.71	241.86	31,170.84	140,588.61	2,959.56
162	11/01/2008	1,528.31	238.26	29,642.53	140,826.87	3,197.82
163	12/01/2008	1,547.29	219.28	28,095.24	141,046.15	3,417.10
164	01/01/2009	1,551.82	214.75	26,543.42	141,260.90	214.75
165	02/01/2009	1,563.67	202.90	24,979.75	141,463.80	417.65
166	03/01/2009	1,594.11	172.46	23,385.64	141,636.26	590.11
167	04/01/2009	1,587.81	178.76	21,797.83	141,815.02	768.87
168	05/01/2009	1,605.33	161.24	20,192.50	141,976.26	930.11
169	06/01/2009	1,612.22	154.35	18,580.28	142,130.61	1,084.46
170	07/01/2009	1,629.13	137.44	16,951.15	142,268.05	1,221.90
171	08/01/2009	1,637.00	129.57	15,314.15	142,397.62	1,351.47
172	09/01/2009	1,649.51	117.06	13,664.64	142,514.68	1,468.53
173	10/01/2009	1,665.49	101.08	11,999.15	142,615.76	1,569.61
174	11/01/2009	1,674.65	91.72	10,324.30	142,707.48	1,661.33
175	12/01/2009	1,690.20	76.37	8,634.10	142,783.85	1,737.70
176	01/01/2010	1,700.57	66.00	6,933.53	142,849.85	66.00
177	02/01/2010	1,713.57	53.00	5,219.96	142,902.85	119.00
178	03/01/2010	1,730.53	36.04	3,489.43	142,938.89	155.04
179	04/01/2010	1,739.90	26.67	1,749.53	142,965.56	181.71
180	05/01/2010	1,749.53	12.94	.00	142,978.50	194.65
The last payment will vary depending on early/late payments						1,762.47

EXHIBIT "C"

23. SPECIAL PROVISIONS.

1. **HAZARDOUS MATERIALS AND WASTE INDEMNIFICATION** - The parties hereto agree that the real estate which is the subject of this Contract is currently free and clear of all hazardous materials, hazardous wastes, gasoline and diesel fuel, oil, and petroleum products. Buyers acknowledge that they have received a copy of the inspection by the State of Iowa certifying the real estate as a clean site. Buyers agree to indemnify and hold harmless Sellers and their successors and assigns, each jointly and severally, from any claims, damages, costs, expenses, liabilities (including without limitation, reasonable attorney fees) arising from or in connection with any hazardous material, hazardous wastes, gasoline, diesel fuel, oil, fuel oil, or petroleum products emitted from, released in, or otherwise entering or deriving from the premises after the date Buyers take possession of the premises under this Real Estate Contract-Installments. Buyers, agree to indemnify and hold harmless Sellers, their successors and assigns, from any and all liability, fines, penalties, claims, demands, loss or law suits brought by any third party or governmental agency under any theory of law against Sellers seeking to hold Sellers liable for any investigation, response or clean up costs, penalties, or damages, whether personal, property, or environmental, for any contamination of any property or ground water thereunder or discharge or release of any existing contamination to adjacent property or arising out of or in any respect aggravated or altered by business operations. Buyers agree that the indemnity extends to all and any liability resulting from or arising out of any investigation, response or clean up plan approved by the United States Environmental Protection Agency or the Department of Natural Resources of the State of Iowa.

2. **REPRESENTATIONS** - Except as expressly contained in this Agreement, no representations by or on behalf of Sellers have been made to Buyers as to:

   (a) The condition of the premises;

   (b) Any restrictions related to the development of the premises;

   (c) The applicability of any governmental requirements;

   (d) The suitability of the property for any purpose whatsoever;

   (e) The existence of any hazardous material in, under or adjacent to the premises.

EXHIBIT "C"

Buyers have made their own independent investigation of the premises and are relying solely on that investigation. Buyers acknowledge that Sellers have no expertise concerning governmental environmental requirements or hazardous materials and that Buyers are not relying on the representation of Sellers as to the condition of the premises.

3. **INSPECTION OF PREMISES** - Buyers acknowledge that they have had full and complete opportunity to inspect the premises and have made all inspections which they feel are proper and necessary in connection with their purchase of this real estate. Buyers have received real estate disclosure and acknowledge receipt of same by affixing their signature hereto. Said real estate is sold "as is" and "with all faults". Buyers have examined said premises and same is satisfactory to them and acceptable to them in the present condition. Buyers acknowledge that the real estate subject to this transfer does not include any dwelling units and is not subject to the provisions of Chapter 558A of the 1995 Code of Iowa.

David D. Cole

DANIEL H. SWIFT
MY COMMISSION EXPIRES
November 1, 1998

Margaret L. Cole

Stephen D. Mozingo

Janice A. Mozingo

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



STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 31 day of May, A.D. 19 95, before me, the undersigned, a Notary Public in and for said state, personally appeared Stephen D. Mozingo and Janice A. Mozingo, husband and wife, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Daniel H. Swift

DANIEL H. SWIFT, Notary Public in and for said state.

THE IOWA STATE BAR ASSOCIATION
Official Form No. 173
Revised April, 1992
This Printing April, 1992

(Section 558.39, Code of Iowa)

Acknowledgment: For use in case of natural persons acting in their own right

EXHIBIT "C"

STATE OF IOWA)
)ss.
COUNTY OF DELAWARE)

On this 31 day of May, A.D., 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared David D. Cole and Margaret L. Cole, 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.

Notary Public in and for the State of Iowa
DANIEL H. SWIFT

STATE OF IOWA)
)ss:
COUNTY OF DELAWARE)

DANIEL H. SWIFT
MY COMMISSION EXPIRES
November 1, 1996

On this 31 day of May, A.D., 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen D. Mozingo and Janice A. Mozingo, 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.

Notary Public in and for the State of Iowa
DANIEL H. SWIFT

DANIEL H. SWIF
MY COMMISSION EX
November 1, 19