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DELAWARE COUNTY IOWA
FILED

Prepared by Margie A. Recker 956 E. Main, Manchester IA 52057 319 927 3060

INSTALLMENT CONTRACT

This Contract is made on 6-23-97 by and between

Merle O. Harkness and Ethel Harkness
340 South 2nd St. P.O. Box 327, Central City, IA 52214. ("Seller"), and

Margie A. Recker
956 E. Main, Manchester, IA 52057 ("Buyer").

1) In consideration of the aggregate purchase price of $33,000.00 less $3000.00 personal property , Seller agrees to sell and convey and Buyer agrees to purchase as joint tenants with full rights of survivorship and not as tenants in common and to pay for the following described real estate in Delaware County, Iowa:

The A-frame cabin and fixtures, including two ceiling fans, located upon the Furman Hartwick Lake Club West, Delhi, Iowa: Lot #30 Hartwick Lake Club West Subdivision of Part of the S 1/2 of Section 24 and Part of the N 1/2 of Section 25, all in T88N, R5W of the Fifth Principal Meridian Delaware County, Iowa.

**This installment contract applies to the cabin only and does not apply to the land upon which the cabin is located as the land is leased property.

together with any easements and servient estates appurtenant thereto and any personal property described later in this Contract or listed on an exhibit attached to this Contract (as to any such personal property, a security interest is granted to Seller) all collectively referred to as "Property" on the following terms and conditions.

2) In consideration of Seller's covenants in this Contract, Buyer shall pay the whole purchase price with interest from June 20, 1997 on the unpaid balances of the purchase price at the rate of 9% per cent per annum, payable monthly in installments as follows:

Purchase Price	33,000.00
Earnest Down	- 500.00
Down Payment	-12,213.99
	20,286.01

The balance of $20,286.01 shall be paid in monthly payments of $199.25 per month, with a cash out after 72 months. The monthly payment shall be first applied to the interest and next applied upon the balance of the principal. The first payment is due June 20, 1997, and the 20th of every month thereafter for 72 months. The final payment is due 30 days after the 72nd payment. The cash out amount is $16,666.99 due on 6/20/2003.

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The Buyer agrees to pay future personal property taxes, lot lease and road maintenance fee before they become delinquent against the property.

Buyer will provide Seller with proof of insurance for the value of the property.

3) All payments due under this Contract shall be made to Seller at Seller's address or elsewhere as Seller may direct in writing.

4) Buyer shall be entitled to possession of the Property on June 20th, 1997

(5) Seller shall pay NA of all regular taxes assessed against the Property due and payable in the 19_____ — 19_____ fiscal tax year and any unpaid taxes thereon payable in prior years. Buyer shall pay all taxes not assumed by Seller and shall pay or cause to be paid all subsequent taxes before they become delinquent.

(6) Seller shall pay special assessments against the Property which are liens thereon as of NA . Buyer shall pay all subsequent special assessments and charges, including those for work in process on the date of this Contract.

(7) Buyer will not place or permit to be placed against the Property or against any of the improvements now or hereafter located upon the Property, any encumbrance, lien, or claim for lien of any kind, character, or description, and Buyer will at Buyer's own expense, within 10 days after being requested so to do by Seller, remove all such encumbrances, liens, or claims for liens which may have been filed or become effective. Upon failure of Buyer to remove any such encumbrance, lien, or claim for lien, Seller may elect to pay the same and the expense of removal thereof without requiring any proof of the validity thereof, and all sums so expended by Seller shall be due and payable to Seller on demand or may, at the election of Seller, be added to the principal amount due hereunder and bear interest at the rate stated above. In addition thereto, Seller may elect to treat the failure of Buyer to remove any such encumbrances, liens, or claims for liens as a failure by Buyer to perform an essential part of this Contract, and, in addition to the above options, Seller may at Seller's election declare this Contract null and void and terminate the same as hereinafter provided.

(8) Buyer shall make no material alterations to the Property without Seller's written consent and shall keep and maintain the Property and the improvements thereon in as good repair and condition as they now are, ordinary wear and tear only excepted. Buyer shall keep the improvements thereon insured against loss or damage by standard form or forms of fire insurance policy or policies with "extended coverage" endorsement and with Seller named as an additional insured, in the sum of not less than the unpaid balance then due hereon, or 80% of the full insurable value in an insurance company or companies acceptable to Seller. Buyer shall deliver such policy or policies or a standard certificate of coverage to Seller as further security for the payment of the sums due under this Contract.

(9) If any building on the real estate is destroyed or damaged, the proceeds of insurance shall be used in the reconstruction or repair of the buildings, if Buyer so elects, or the same shall be applied on the balance due on this Contract, but in any event such funds shall stand as security for the payments required to be made under this Contract.

(10) In the event of any default or failure of Buyer to pay the taxes and assessments, to provide adequate insurance coverage, or to make necessary repairs as herein stipulated, Seller may elect to pay such taxes or assessments, procure such insurance coverage, or make necessary repairs as herein stipulated. All sums so expended by Seller shall be due and payable to Seller on demand or may, at the election of Seller, be added to the principal amount due hereunder and bear interest at the rate stated above.

(11) If Buyer fails to make the required payments or any of them punctually and upon the strict terms and at the times above specified or fails to perform and keep any of the Covenants to be performed by Buyer strictly and literally, the times of payment and of performance being of the essence of this Contract, Seller may, at Seller's option, either (a) declare the entire remaining balance of the purchase price due and collectible at once and may proceed to foreclose this Contract as provided by law and may enforce any and all remedies provided by the Iowa Uniform Commercial Code with respect to personal property, or (b) declare this Contract forfeited and null and void by reason of such default as provided by Iowa law, and thereupon all rights and interest created or then existing in favor of Buyer or derived under this Contract shall cease and terminate, and the real estate shall revert and revest in Seller without any declaration of forfeiture or act of reentry and without any other act to be performed by Seller as absolutely, fully, and perfectly as if this Contract had never been made; provided, however, the right of forfeiture shall not be exercised by Seller unless and until Seller shall have served a written notice upon Buyer of Seller's intention to exercise the right of forfeiture in the manner provided by the statutes of Iowa then in force and effect; in the event of such forfeiture, all payments made by Buyer pursuant to the terms of this Contract shall be retained by Seller, any and all improvements made upon the real estate shall become the property of Seller, and all such payments and improvements shall be deemed as having been made in consideration of the advantage secured to Buyer under this Contract and as agreed rental for the real estate after the date hereof. If the rights of Buyer under this Contract are forfeited as above provided, Buyer shall not have or make any claims against Seller for any improvements made upon the real estate, and Buyer shall not be entitled to any compensation for any such improvements or for the return of any part of the consideration paid under this Contract. The failure of Seller to declare such forfeiture upon the happening of any such default shall not estop Seller from declaring a forfeiture at any time thereafter in case such default should continue or upon the occurrence of any subsequent default. If the rights of Buyer under this Contract are forfeited, Buyer or any other person who may be in possession of the Property will peaceably vacate therefrom or, in default thereof, Buyer or any other persons who may be in possession or occupying the Property may be treated as tenants holding over unlawfully after the expiration of a lease and may be evicted.

(12) When Buyer has performed all the covenants to be performed by Buyer, Seller shall execute and deliver, at Seller's expense, a Warranty Deed conveying the real estate to Buyer, warranting that, except as otherwise provided, the real estate is free and clear of all liens and encumbrances as of the date of this Contract and further warranting that, except as otherwise provided, the real estate is free and clear of all liens or encumbrances placed or permitted to be placed by Seller up to the date of delivery of the deed. Upon compliance with the terms hereof by Buyer, Seller shall deliver to Buyer an abstract of title conforming to the Abstract and Title Standards of the Bar Association of Muscatine County, Iowa, then in effect, continued to the date the Warranty Deed is delivered to Buyer, which abstract shall disclose marketable title to the real estate vested in Seller subject to the rights of Buyer under this Contract as of the date of delivery of the deed, free and clear of all liens and encumbrances except as otherwise provided and except any placed or permitted to be placed by Buyer, Buyer's personal representatives, heirs, or assigns. The cost of continuation of such abstract of title from and after the date hereof not required to show marketable title in Seller shall be paid by Buyer or added to the balance due hereunder, and any items appearing therein which are due or attributable to acts of Seller shall be paid for by Seller. Buyer has had the abstract of title to the real estate examined, and Buyer accepts the abstract as showing marketable title vested in Seller on NA.

(13) If any notice of forfeiture is served upon Buyer or if suit is commenced to enforce payment of any sums due under this Contract or to enforce any of the terms of this Contract, Buyer shall pay a reasonable attorney's fee to Seller's attorney on demand or such fee may, at Seller's option, be added to the principal due under this Contract and bear interest at the rate stated above.

(14) If immediately preceding this sale Seller holds the title to the Property as joint tenants with rights of survivorship and not as tenants in common, this Contract, any "Offer to Buy", or "Real Estate Contract" previously executed by Seller and Buyer shall not destroy such joint tenancy, either as to any continuing rights of Seller in the Property or as to the proceeds thereof, which proceeds shall be payable to Seller as joint tenants with rights of survivorship and not as tenants in common, unless a contrary intent is expressed elsewhere in this Contract.

(15) Any mortgage or encumbrance of a similar nature against the Property shall be timely paid by Seller so as not to prejudice Buyer's equity. If Seller fails so to pay, Buyer may pay any such sums in default and receive credit on this Contract for sums so paid. Seller reserves the right at any time to mortgage Seller's right, title, and interest in the Property or to renew or extend any existing mortgage for any amount not exceeding NA % of the then unpaid balance of the purchase price. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this Contract. Buyer consents to such a mortgage and agrees to execute and deliver all necessary papers to aid Seller in securing such a mortgage which shall be prior and paramount to any of Buyer's rights in the Property.

(16) If an assignment of this Contract or the transfer of any interest of Buyer in the Property is made by Buyer without the written consent of Seller, the entire balance of principal then due hereunder shall, at the election of Seller, become immediately due and payable.

(17) For the purpose hereof, the words "Buyer" and "Seller" shall denote the plural thereof as well as the singular. Seller's spouse, if any, if not a titleholder immediately preceding this sale, shall be presumed to have signed this Contract only to relinquish all rights of dower, homestead, and distributive share.

(18) This Contract and every provision of it shall bind and benefit the heirs, devisees, legal representatives, successors, and assigns of the parties hereto.

(19) Special Provision:

Signed in duplicate as of the date indicated in the first paragraph of this Contract.

SELLER:

Merle O. Harkness
Merle O. Harkness

Ethel Harkness
Ethel Harkness

BUYER:

Margie A. Recker
Margie A. Recker

STATE OF IOWA, Linn County, SS.

On July 2, 1997, before the undersigned notary public in and for said County and State, personally appeared Merle O. Harkness, Ethel Harkness, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

MARILYN J. LLOYD
MY COMMISSION EXPIRES
May 1, 1999

Marilyn J. Lloyd
Notary Public in and for Said County and State

STATE OF IOWA, Delaware, County, SS.

On June 24, 1997, before the undersigned notary public in and for said County and State, personally appeared Margie A. Recker to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

LODEMA BERKLEY
MY COMMISSION EXPIRES
1-19-98

Lodema Berkley
Notary Public in and for Said County and State