DELAWARE COUNTY IOWA
FILED
2000 MR 31 PM 3:02
BOOK 2000 PAGE 1921
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
21.00

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TAX ADDRESS STMT: JANICE BOGE P.O. BOX 115 HOPKINTON, IA 52237

STATE OF IOWA, }
Delaware COUNTY, } ss.

THIS DUPLICATE CONTRACT, made and entered into this 18th day of MARCH 2000, 19 , by and between

Thomas C. Thompson , herein called the Seller, and

Janice Boge , herein called the Buyer.

WITNESSETH:

Seller hereby agrees to sell, and Buyer hereby agrees to purchase the following described real estate situated in the County of Delaware and State of Iowa, to-wit: Lots 8 and 9, in Block 11, in H.A.Carter's Second Addition to Hopkinton, Iowa, except that part of Lot Eight (8) described as commencing at the Northwest corner of said Lot Eight (8); thence southerly on West line of said Lot Eight (8) to the southwest Corner of said Lot Eight (8); thence easterly direction on South line of said Lot Eight (8) to the Southeast corner of said Lot Eight (8); thence North One Hundred Thirty Four and one-tenth (134.1) feet; thence in a Westerly direction six (6) feet to place of beginning, subject to easements of record.

Buyer hereby agrees to pay for said premises the sum of $23,500.00 Dollars, with interest from , at the rate of 12 per cent per annum, payable weekly , to be paid as follows:

$2000.00 Dollars is to be paid upon execution of this agreement, the receipt of which is hereby acknowledged, and the balance of $21,500.00 Dollars is to be paid at or at such other place in , Iowa, as Seller or his assignees may in writing designate as follows:

$60.00 Dollars is to be paid without notice or demand on and a like amount of $60.00 Dollars is to be paid without notice or demand on Friday of each succeeding week thereafter until the whole amount due hereunder is paid in full.

~~At regular~~ XXXXXXXXXXXXXX ~~periods, on the~~ XXXXXX ~~day of~~

during which this contract is in force, there shall be an accounting, by adding to the amount due on the principal at the beginning of such period, the interest for that period at the rate herein specified, and then deducting from such sum the payments made during such period. The balance so ascertained shall be considered a new principal upon which interest shall be computed at the agreed rate.

Buyer shall have the privilege of paying any greater sum than that herein specified on any payment date.

Buyer shall pay all taxes and special assessments that may hereafter become a lien against said property as they become due and at least ten days before they become delinquent.

Buyer shall keep the buildings on said real estate in good repair and condition, and insured against loss or damage by standard form of fire insurance policy with "extended coverage" endorsement, in the sum of not less than the unpaid balance of principal due at any time, in some good company, loss, if any, to be payable to said parties as their interests may appear; and Buyer shall deliver policies of insurance to Seller. In case the buildings on said premises shall be so destroyed or damaged, the proceeds from said insurance shall be used in the re-construction or repair of said 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 herein required to be made.

Should the Buyer fail to pay the taxes and special assessments upon said premises as agreed or should fail to keep the buildings thereon insured as herein provided, Seller may do so, and all amounts so paid together with interest thereon at the rate of per cent per annum shall constitute additional consideration to be paid by Buyer; and such payment by Seller shall not be construed as a waiver of rights accruing to Seller by reason of breach of the contract of Buyer.

No major improvement to or change in the said property shall be made unless the same is approved by Seller in writing.

If any default is made in any of the payments or agreements above mentioned to be performed by Buyer, Seller may, at his option, either declare the entire remainder of the purchase money due and collectible at once or he may declare this agreement forfeited by reason of such default and at once retake possession of said real estate; and in the event of such forfeiture all payments theretofore made by Buyer shall be retained by Seller, and all such payments shall be deemed as having been made in consideration of the advantage secured to Buyer under this agreement; and this condition and the time of payments are declared to be an essential element of this contract. The failure of the Seller to declare such forfeiture upon any such default shall not estop him from so doing at any time thereafter in case such default should continue, or upon the occurrence of any subsequent default. In case the rights of the Buyer under this agreement shall be declared forfeited as aforesaid, Buyer and any other person who may be in possession of said real estate will peaceably remove therefrom, or in default thereof may be treated as tenants holding over unlawfully after the expiration of a lease, and may be ousted and removed as such. The right of forfeiture shall not be exercised by Seller unless he shall have served a written notice of forfeiture upon Buyer and on the party in possession of said real estate as provided by statute.

In the event any notice of forfeiture is caused to be served upon the Buyer, or if suit is commenced to enforce payment of any sums due under this agreement or to enforce any of the terms of this agreement, Seller's reasonable attorneys fees are to be considered a part of the costs of service of notice or of suit and shall be added to the total amount necessary for redemption.

In case the rights of Buyer under this agreement shall be declared forfeited as aforesaid, any and all improvements of whatever nature made by Buyer upon the above described real estate shall become and be the property of Seller.

When Buyer shall have performed all of the covenants and agreements undertaken to be performed by him, Seller shall execute and deliver at his own expense a warranty deed conveying said premises to Buyer warranting title as of the date of this contract; and further warranting that the said premises are free and clear of all liens and encumbrances made or suffered by Seller up to the date of delivery of deed.

Except as herein otherwise provided, upon compliance with the terms hereof by the Buyer, Seller agrees to deliver to Buyer an acceptible Abstract of Title according to the standards of the Bar Association of Delaware County, Iowa, continued to date hereof, which abstract shall disclose merchantable title to the real estate above described to be vested in Seller as of the date of delivery of such deed; but the cost of continuation of the Abstract of Title after the date hereof shall be at the expense of Buyer except as to the items appearing in the continuation due or ascribable to acts of Seller.

It is agreed by and between the parties hereto that for the purpose hereof the words "Buyer" and "Seller" shall denote the plural thereof as well as the singular, and that the words "his" or "him" denote the feminine or neuter gender as well as the masculine, as may be applicable.

It is also agreed by and between the parties hereto that this contract shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties.

Witness our hands the day and year first hereinabove written.

X Thomas Carl Thompson X Janice Boge

Thomas C. Thompson — Janice Boge

Seller — Buyer

STATE OF IOWA, Delaware COUNTY, ss:

On this 18th day of March, A. D. 2000, before me, the undersigned, a Notary Public in and for said County and State personally appeared THOMAS CARL THOMPSON

to me known to be the person named in and who executed the foregoing instrument and acknowledged that HE executed the same as HIS voluntary act and deed.

KEITH A. [illegible]
MY COMMISSION EXPIRES
2-19-01

Notary Public in and for said County and State

STATE OF IOWA, Delaware COUNTY, ss:

On this 18th day of MARCH, A. D. 2000, before me, the undersigned, a Notary Public in and for said County and State personally appeared JANICE BOGE

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.

KEITH A. [illegible]
MY COMMISSION EXPIRES
2-19-01

Notary Public in and for said County and State