DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
RECORDER FEE $ 11.00
AUDITOR FEE $ 5.00

Entered for taxation 30th day
of July A.D., 2001
Sharon McCall, Auditor
By Deb Becker Deputy
88-93

Prepared by: Marcheta R. Cooey, 2607 220th Ave. Delhi, IA 52223, ph. 319 922 2792 Page 1 of 2.

REAL ESTATE CONTRACT

MRC TAX ADDRESS: JOHN W. PARHAM 10018 RED FOX RD ANAMOSA, IA. 52205

IT IS AGREED between Archie W. Cooey Jr. and Marcheta R. Cooey, husband and wife, of Hartwick Lake Club, 2607 220th Ave., Delhi, IA, Sellers and **John W. Parham and Jill A. Parham, husband and wife, Buyers, as tenants in common, address at 10018 Red Fox Rd., Anamosa, IA 52205.**

THAT Sellers hereby agree to sell and buyers hereby agree to buy the real estate situated in Delaware County, Iowa, described as follows:

Parcel N, part of the NE 1/4 OF THE NW 1/4 SECTION 30, T88N, R4W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA. ** together with all easements and servient estates appurtenant thereto, including those specifically mentioned in this contract or any exhibits attached hereto, and buyers assume any and all affirmative duties in connection therewith same to run with the real estate, upon the following terms: ** as recorded in book 2001-2243. MRC

1. The total purchase price for said property is the sum of $18,000.00 due and payable at residence of sellers in Delaware County, Iowa as follows:

(a). Down Payment of $2,000.00 receipt of which is hereby acknowledged by sellers at the time of execution of this agreement.

(b). The balance of $16,000.00 will be due upon the delivery of the Warranty Deed to the Parcel__N__.

2. TAXES. Taxes will be the responsibility of the Buyer. This parcel of land is in forest preserve at this time and there are no taxes due. When the parcel is sold, this could be subject to recapture taxes if the use is changed to residential and/or there is less than 2 acres in said parcel. It is the Buyers responsibility to contact the Assessors office of Delaware County for a ruling. Buyers shall pay any taxes not assumed by Sellers.

3. POSSESSION. Sellers agree to give buyers possession of said premises upon closure and signing of contract.

4. ABSTRACT OF TITLE. Sellers do not agree to deliver to buyers a abstract of title to said premises. If buyers wish to have an abstract drawn up, it will be at buyers expense.

5. DEED. Upon payment of all sums owing by buyers to sellers by virtue of this contract, sellers agree to contemporaneously 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 and other easements of record, including any existing well easements.

(c). Protective covenants and restrictions as attached to this contract and all other easements and all other modifications of record, including utility easements.

6.FORFEITURE AND FORECLOSURE. If buyers fail to perform this contract in any respect, time being the essence of this contract, 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 expenses incurred by sellers.

7. UTILITIES. The Sellers shall have no obligation to furnish utilities. Water, electricity, and phone lines run underground to Lot 4 adjacent to Parcel N. Cost of water is required to be paid to the area association each year.

8. ROAD MAINTENANCE. Sellers agree to grant a public easement over all roads necessary to obtain access to the above described premises. Buyers agree to become a member of an organization of lot owners in the area for the purpose of providing road maintenance until such items are furnished by a public authority, if ever. All lot owners shall maintain the road on a pro rata foot frontage basis or by lake home as the majority of the association decide.

9. PROTECTIVE COVENANTS AND RESTRICTIONS for H.L.C. First Subdivision will include the thirty feet and Parcel N located in Section 30 but adjacent to South side of Lot 4 in 1 in 16 of H.L.C. First Subdivision of part of the SW 1/4 of the SE 1/4 and Part of the SE 1/4 of the SW 1/4 of Section 19, T88N, R4W of the Fifth P.M., Delaware county, Iowa

10. SURVIVAL OF REPRESENTATIONS. The representations herein contained and the obligations undertaken by the parties hereto shall, to the extent applicable, survive the closing and delivery of the warranty deed hereunder.

11. ALL of the provisions of this contract are binding on the heirs, successors, and assigns of each and all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Real Estate Contract on this 2 day of July, 2001.

Seller: Archie W. Cooey

Buyer: John W. Parham

Seller: Marcheta R. Cooey

Buyer: Jill A. Parham

STATE OF IOWA)
)ss
DELAWARE COUNTY)

On this 2nd day of July, 2001, before me a Notary Public in and for the State of Iowa, personally appeared Archie W. Cooey and Marcheta R. Cooey

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

Marlys Rees
Notary Public in and for the State of Iowa

Marlys Rees
Print or type Notary Name.

STATE OF IOWA)
)ss
JONES COUNTY)

On this 27th day of June, 2001, before me a Notary Public in and for the state of Iowa, personally appeared John W. Parham and Jill A. Parham to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Maria Tuttle 6-27-01
Maria Tuttle, Notary Public

MARIA J. TUTTLE
MY COMMISSION EXPIRES
5-22-02