THE IOWA STATE BAR ASSOCIATION
Official Form No. 141

Bruce G. Mountain ISBA # 3880

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

RECORDER FEE $ 31.00
AUDITOR FEE $ 10.00

2001 SEP -4 AM 11:28
DELAWARE COUNTY IOWA
FILED

William S. Vernon
Moyer & Bergman
P.O. Box 1943
Cedar Rapids, IA
52406-1943

88-82;
88-87

Entered for taxation 5th day
of September A.D., 2001
Sharon McCabe, Auditor
By Judy Baker, Deputy
88-87

Preparer Information: Bruce G. Mountain, 505 - 5th Street #444, Des Moines, IA 50309, (515) 288-1846
Individual's Name | Street Address | City | Phone

Address Tax Statement : Iowa Natural Heritage Foundation 505 - 5th Street #444, Des Moines, IA 50309

SPACE ABOVE THIS LINE FOR RECORDER

REAL ESTATE CONTRACT- INSTALLMENTS

IT IS AGREED this 27th day of August 2001, by and between
Steven Mitchel and Kathleen M. Mitchel, husband & wife

of the County of Delaware, State of Iowa, Sellers; and
Iowa Natural Heritage Foundation

of the County of Polk, 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

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 if and as may be herein described or if and as an itemized list is attached hereto and marked "Exhibit A" all upon the terms and conditions following:

1. TOTAL PURCHASE PRICE. The Buyers agree to pay for said property the total of $ See Addendum due and payable at Box 214 2251 Pioneer Rd. Delphi, Iowa, Delaware County, Iowa, as follows:

(a) **DOWN PAYMENT** of $ ~~217,000.00~~ 2/6,072.83 **RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED**: and

(b) **BALANCE OF PURCHASE PRICE** $ See Addendum, as follows $ _____ ☐ **INCLUDING** _____

☐ **PLUS** _____ **INTEREST** (~~or more at the option of the Buyers~~) (~~and more as may be increased by the provisions of the last sentence of this paragraph~~) on or before the _____ day of _____, _____ and $ _____ ☐ **INCLUDING** _____

☐ **PLUS** _____ **INTEREST** (~~or more at the option of the Buyers~~) (~~and more as may be increased by the provisions of the last sentence of this paragraph~~) on or before the _____ day of each and every **MONTH** _____ thereafter _____ until all sums due under this contract are paid in full, ☐ **INCLUDING** _____

☐ **PLUS** _____ interest on unpaid balances thereof at the rate of _____ % per annum, payable **MONTHLY** _____ from _____ date of possession until fully paid: said payments to be applied first to the interest then unpaid and next upon the balance of the principal. If indicated by 'Yes' in the space following, or upon subsequent request by Sellers, Buyers shall on the said dates for payment each **MONTH**, _____ in addition to the said **MONTHLY** _____ payments, pay one-twelfth _____ of the annual taxes, annual special assessments and annual insurance to Sellers, as a trust fund, in amounts reasonably calculated by Sellers, for the timely payment of such items by Sellers to the extent of such fund _____ (Yes or not now).

2. POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on the 27th day of August, See; 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 yes.

3. TAXES. Sellers shall pay

all taxes due and payable in the fiscal year ending June 30, 2002 and that portion of the taxes due and payable in the fiscal year beginning July 1, 2002, prorated to date of possession.

Seller shall pay Real Estate tax adjustment at time of delivery of deed effective as of 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:

~~(a) Which, if not paid, in the year 2001, would become delinquent and all assessments payable prior thereto.~~

(b) Which are a lien thereon as of _____ (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 _____ % 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 Sellers 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. Sellers' interest shall be protected in accordance with a standard or union-type loss payable clause. 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.

8. LEINS. 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 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" 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 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) none
(Mineral reservations of record?)

(h) none
(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 general warranty Warranty Deed conveying said promises 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 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 12th day of April, 2001. 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 _____, and all taxes thereon payable prior thereto.

15. APPROVAL OF ABSTRACT. Buyers have _____ examined the abstract of title to this property and such abstract is _____ accepted.

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 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, 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 file 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 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 successor 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 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 duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless 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. RELEASE OF RIGHTS. Each of the Buyers hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

24. LEAD-BASED PAINT NOTICE. If applicable, see attached Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard.

25. SPECIAL PROVISIONS. See Addendum, if applicable.

See 2 in Addendum

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: August 27th, 2001 _____

Dated: August 27th, 2001 _____

Executed in duplicate or triplicate

Steven Mitchel

Kathleen M. Mitchel

Kathleen M. Mitchel SELLERS

2251 Pioneer Rd

Delphi, IA 52223

SELLERS' ADDRESS

Iowa Natural Heritage Foundation

by _____

BUYERS

505 - 5th Street #444

Des Moines, Iowa, 50309

BUYERS' ADDRESS

STATE OF IOWA, _____ COUNTY, ss:

This instrument was acknowledged before me on _____, _____

by, _____

_____.

_____

_____ ,Notary Public

STATE OF IOWA)
) ss:
COUNTY OF Linn)

This instrument was acknowledged before me by Steven Mitchel and Kathleen Mitchel on the 28 day of August, 2001.

Notary Public, State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF Linn)

This instrument was acknowledged before me on August 28, 2001, by Bruce Mountain as Land Projects Director of Iowa Natural Heritage Foundation.

Notary Public, State of Iowa

ADDENDUM

1. 2001 216,072.83

2. A) Upon receipt of the certified survey, the number of acres designated shall be used to calculate the final purchase price at $900 per acre. After giving credit to Buyer for the ~~$217,000~~ paid at closing, Buyer shall pay the balance due, if any. If the certified survey is not received by the parties by October 10, 2001, Buyer shall owe, as a penalty, to Sellers an amount equal to 18% per annum on any amounts due Sellers. Final settlement and delivery of deed by Sellers shall occur within 3 business days of receipt of certified survey.

B) The balance due shall not bear any interest.

C) The parties acknowledge that this is a bargain sale. The Buyer is a charitable organization under IRC 501 (C) (3). The Buyer shall cooperate with Sellers and execute the appropriate IRS forms to assist Seller in applying for any charitable donation that may be due arising out of this sale.

D) Property is being sold subject to an existing farm lease. Buyer is to receive remaining farm payment due in September. Sellers to receive the farm payment that was due in the Spring of 2001, currently unpaid.

All that part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) lying East of the westerly line of the railroad right-of-way, and the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), and the South one-half (S½) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Twenty Eight (28); and all that part of the Southwest Quarter (SW¼) of Section Twenty Eight (28) lying North of the Maquoketa River except that part described as commencing at a point six hundred ten (610.0) feet South of the Northeast corner of the Northwest Quarter (NW¼) of said Southwest Quarter (SW¼) and running thence West to the West line of said Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), thence North six hundred ten (610.0) feet to the Northwest corner of said Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), thence East eight hundred fifteen (815.0) feet to the railroad right-of-way, thence Southeasterly eight hundred fifteen (815.0) feet, more or less, to the point of beginning, and further except that part described as commencing at a point six hundred sixty (660.0) feet South of the Northeast corner of the Southeast Quarter (SE¼) of said Southwest Quarter (SW¼), and running thence South two hundred forty (240.0) feet, thence North 71° 00' West six hundred ten (610.0) feet, thence East five hundred sixty (560.0) feet to the point of beginning; and the Southeast Quarter (SE¼) of Section Twenty Eight (28) except the West five hundred (500.0) feet of the South six hundred sixty (660.0) feet thereof, and further excepting that part of the Northeast Quarter (NE¼) of said Southeast Quarter (SE¼) that lies North and East of the road; also except that part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) and that part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section Twenty Eight (28) described as commencing at the Southeast corner of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of said Section Twenty Eight (28), thence North seventy five and sixty three hundredths (75.63) feet along the East line of said Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), thence South 84° 38' 40" West two hundred sixty two and ninety five hundredths (262.95) feet to the point of beginning, thence North 8° 58' 00" East two hundred one and sixty eight hundredths (201.68) feet, thence South 81° 28' 10" East one hundred thirty seven and fifty two hundredths (137.52) feet, thence North 12° 52' 30" East fifty one and eight hundredths (51.08) feet, thence South 75° 33' 30" East four hundred thirty eight and fifty one hundredths (438.51) feet, thence South 23° 21' 50" West sixty one and eighty five hundredths (61.85) feet, thence South 74° 20' 00" West forty five and sixty hundredths (45.60) feet, thence South 84° 38' 40" West five hundred thirty seven and thirty seven hundredths (537.37) feet to the point of beginning; and the North one thousand fifteen (1015.0) feet of the East eight hundred twenty (820.0) feet of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Thirty Three (33), all in Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M., also except Parcel A, Part Of The NE¼ & Part Of The SE¼ Sec. 28, T88N, R4W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2001, Page 2758 of the records of the Delaware County recorder.

Exhibit "A"
Page 1 of 2

PARCEL "B"

All that part of the seventeen and two hundredths (17.02) acres of abandoned railroad right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company which lies in the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) and the Southeast Quarter (SE¼) of Section Twenty Eight (28), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M.