Contract is not recorded.

Virginia Ford
312 N. 3rd St
Coggon, IA 52218

DELAWARE COUNTY IOWA
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PEGGY L. HOYON
DELAWARE CO. RECORDER

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Fee Amt: $26.00 Page 1 of 5
LINN COUNTY IOWA
JOAN MCCALMANT RECORDER
BK 4456 PG 153-157

Prepared by: Allen & Vernon, P.L.C.,
1175 8th Avenue, Marion, IA 52302 (319)377-9441

ASSIGNMENT OF REAL ESTATE CONTRACT FOR COLLATERAL AND SECURITY PURPOSES

FOR VALUE RECEIVED, ACE GENERAL CONSTRUCTION CORP., an Iowa Corporation (hereinafter referred to as "Assignor") hereby assigns, sells, transfers and sets over unto ELIZABETH J. WILSON, ALSO KNOWN AS BETTY WILSON ("Assignee") all of Assignor's right, title and interest in and to that certain Real Estate Contract described in Exhibit "I" attached hereto ("Real Estate Contract") pertaining to real estate as legally described in said Exhibit "I" attached hereto ("Real Estate"). Assignor further grants to Assignee a security interest under the Uniform Commercial Code, if applicable, in and to Assignor's interest in the Real Estate Contract. Assignor covenants with Assignee that Assignor has good and lawful authority to sell, convey, assign and encumber the Real Estate and the Real Estate Contract and covenants to warrant and defend the Real Estate against the claims of all persons whomsoever, to the extent of the Assignor's interest therein.

This Assignment is made to secure the performance and payment of any and all indebtedness and obligations due from Assignor to Assignee, including, but not limited to the Promissory Note in the amount of $25,296.56 of even date herewith, whether now in existence or hereafter created. Assignee does not by the acceptance of this Assignment agree to perform any of the obligations of Assignor under the Real Estate Contract. Assignor agrees to pay all taxes and assessments, general or special, upon or against any of the Real Estate, before such taxes or assessments become delinquent. Assignor shall keep the improvements now existing or hereafter erected on the Real Estate adequately insured against any and all losses.

In the event of Assignor's non-payment of any obligations to Assignee when due, or the failure on the party of the Assignor to keep and perform any of the conditions, stipulations and covenants herein contained, then the whole amount of all principal and interest secured by this Assignment shall become immediately due and payable, absolutely, without further notice. In the event Assignee incurs any and all expenses, including reasonable attorney's fees and expenses and associated costs of collection, all such expenses and fees shall become part of the obligations secured by this Assignment. If all or part of the Real Estate or Real Estate Contract or any interest therein is sold or transferred without Assignee's prior written consent, Assignee may at its sole discretion declare all sums secured by this Assignment immediately due and payable.

If and when the obligations due Assignee from Assignor become all due and owing by acceleration, default, or otherwise, Assignee shall be entitled to have a receiver appointed by the court to do all things necessary to preserve, protect, manage and possess the Real Estate and the Real Estate Contract.

IN WITNESS WHEREOF, the undersigned has entered into this Assignment of Real Estate Contract for Collateral and Security Purposes on this 28th day of September, 2001.

ACE GENERAL CONSTRUCTION CORP.

By: James Ford
James Ford, President

STATE OF IOWA, LINN COUNTY, ss:

On this 28th day of September, 2001, before me the undersigned, a Notary Public in and for said State, personally appeared **JAMES FORD**, to me personally known, who, being by me duly sworn, did say that he is the **President** of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that **JAMES FORD**, as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Linda Wheeler
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
LINDA WHEELER
Commission Number 709606
My Commission Expires:
April 26, 2004

Jim Ford pd $26 cash
312 N 3rd St

Purchase Agreement

This agreement ("Agreement") is made on January 26, 2000 between IBP, inc., a Delaware corporation located at 800 Stevens Port Drive, Dakota Dunes, South Dakota 57049 ("Seller") and Ace General Construction Corp., an Iowa corporation located at 202 Chestnut Street SE., P.O. Box 307, Hopkinton, Iowa 52237 ("Buyer"), that Seller hereby agrees to sell and Buyer hereby agrees to buy the real property situated in Delaware County, Iowa described as:

See attached Exhibit A

1. PURCHASE PRICE. Purchase price of the said property is the sum of $50,000.00 All unpaid amounts at closing will accrue interest at an annual interest rate of 8%, compounded monthly. Buyer agrees to pay to Seller the purchase price plus interest in the following manner:

   A. $5,000 paid upon signing this Agreement pursuant to Section 2.
   B. Buyer will pay by December 31, 2000 by certified check $10,000.00 principal and $3,412.23 interest.
   C. Buyer will pay by December 31, 2001 by certified check $10,000.00 principal and $2,904.98 interest.
   D. Buyer will pay by December 31, 2002 by certified check $10,000.00 principal and $2,074.99 interest.
   E. Buyer will pay by December 31, 2003 by certified check $15,000.00 principal and $1,244.99 interest.

   If any payment is late such payment will accrue interest at an annual rate of 12%, compounded on a monthly basis. Buyer will pay all of Seller's costs, including reasonable attorney's fees, for the collection of any past due amounts under this Agreement.

2. EARNEST MONEY. Earnest money of $5,000.00 will be paid by the Buyer upon execution of this Agreement which will be applied to the purchase price upon closing. In the event the closing does not occur, except due to the fault of Seller, Seller shall be entitled to retain the earnest money.

3. TRANSFER OF POSSESSION. Buyer may enter into possession forthwith. In the event that Seller still needs the existing building, they may lease it for $1.00 a year for as long as needed. Seller will be responsible for maintaining the building during the term of any such lease period. Buyer agrees not to obstruct the entrance to the building or the area close to the building while the Seller is leasing the property.

4. AS/IS ACCEPTANCE. Buyer agrees to accept the property described in Exhibit A and all fixtures, improvements and structures located on the premises "as is" and in their current condition on the date of closing.

EXHIBIT I

09:49 FAX 3193655866
4-25-2000 13:15 FROM:ACE ..ERAL CONSTRUC 319-926-9902
JAN 24 2000 16:56 FR DD LEGAL

5. REAL ESTATE TAXES: Buyer shall pay before delinquent all taxes and assessments assumed by him, if any, and any which, as between grantor and grantee, hereafter become a lien on the premises; shall not permit waste; and shall not use the premises for any illegal purpose. If Buyer fails to pay before delinquent any such taxes or assessments, Seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of twelve percent (12%) per annum until paid, without prejudice to any other right of Seller by reason of such failure.

6. ASSESSMENT FOR PUBLIC IMPROVEMENTS. Buyer assumes all risk of the taking of the property for a public use. Any such taking shall not constitute a failure of consideration, but all sums received by Seller by reason of the taking, less any sums which Seller may be required to expend in procuring such sums, shall be applied as a payment on account of the purchase price.

7. DEED. Seller shall, on full compliance of this Agreement (including without limitation payment of all amounts due under this Agreement) by Buyer deliver a quitclaim deed to the property, excepting any part which may have been condemned.

8. ABSTRACT. Seller shall furnish an abstract to the buyer prior to closing.

9. CLOSING DATE. Seller and Buyer agree to have a closing of this Agreement (that is payment of $5,000 by Buyer) on February 1, 2000 or as soon thereafter as possible as mutually agreed upon by the parties.

10. CLOSING COSTS. Buyer will pay for any transfer taxes associated with the sale of the property and all other closing costs and fees. Buyer shall be responsible for recording the deed and all other documentation. Each party will be responsible for their own legal fees, and the fees of any broker retained by such party.

11. RESTRICTIVE CONVENANT. Buyer agrees that the Buyer, his successors, assigns, and lessees will not use the property described above for the procurement of livestock, and that such deed conveyed to Buyer pursuant to Section 7 will contain a restrictive covenant to this effect.

12. TIME OF ESSENCE; TERMINATION AND FORFEITURE. Time is of the essence hereof. In the event Buyer fails to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, Seller may elect to declare all of Buyer's rights hereunder terminated. On the termination of Buyer's rights, all payments made hereunder, and all improvements placed on the premises shall be forfeited to Seller as liquidated damages and Seller shall have the right to re-enter and take possession of the property and all additions thereon. If the Seller after such forfeiture commences an action to procure an adjudication of the termination of Buyer's rights hereunder, Buyer shall pay the expense of searching the title for the purpose of such action, together with all costs and reasonable attorney's' fees.

13. **NOTICES.** Notice of forfeiture or any other notice hereunder may be given by mailing such notice by first class mail, addressed to Buyer at the address given above, or such other address in the United States as he may later designate by a written notice to Seller. Notices to Seller may be similarly given to him at his stated or any future substituted address.

14. **GOVERNING LAW.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Iowa, excluding its conflicts of law principals.

15. **ENTIRE AGREEMENT.** This Agreement and the attachment hereto set forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof.

IN WITNESS of this Agreement Seller and Buyers have signed their names below on January 26, 2000.

IBP, inc.
Seller

By: Gary R. Mashan
Gary R. Mashan, Vice President

Ace General Construction Corp.
Buyer

Randy Leas Chief Exec. Officer
1-24-2000

TO PAM
RANDY

Exhibit A

The part of the Southeast Quarter (SE¼) of the Southwest fractional Quarter (SWfrk) of Section Eighteen (18) and of the Northeast Quarter (NE¼) of the Northwest fractional Quarter (NWfrk) of Section Nineteen (19), Township Eighty Seven (87) North, Range Three (3), West of the Fifth P.M. described as commencing at the Southeast corner of said Southeast Quarter (SE¼) of Southwest fractional Quarter (SWfrk) of Section Eighteen (18) and running thence North five hundred fifty (550.0) feet to the Southwest corner of the cemetery, thence North 68° 55' West seven hundred sixty eight (768.0) feet, thence South 21° 00' West sixty one (61.0) feet, thence North 65° 00' West to the East line of Iowa Highway No. 38, thence Southeasterly along said East line of highway to its intersection with the East line of the Northeast Quarter (NE¼) of the Northwest fractional Quarter (NWfrk) of said Section Nineteen (19), thence North to place of beginning; excepting those tracts described as commencing at the intersection of the center line of said Highway No. 38 with the East line of the Northeast Quarter (NE¼) of the Northwest fractional Quarter (NWfrk) of said Section Nineteen (19) and running thence Northwesterly along center line of said highway seven hundred fifty and one-tenth (750.1) feet, thence at right angles Northeasterly one hundred five (105.0) feet to point of beginning, which point is on the North right-of-way line of said Highway No. 38, thence continuing Northeasterly one hundred ten (110.0) feet, thence at right angles Northwesterly two hundred (200.0) feet, thence at right angles Southwesterly eighty six and six-tenths (86.6) feet to the North right-of-way line of said Highway No. 38, thence Southeasterly along said right-of-way line two hundred one and seven-tenths (201.7) feet to the point of beginning, and also excepting commencing at the last described point of beginning and running thence Northeasterly at right angles to center line of said Highway No. 38 a distance of one hundred (100.0) feet, thence at right angles Southeasterly one hundred fifty (150.0) feet, thence at right angles Southwesterly to the North right-of-way line of said Highway No. 38, thence Northwesterly along said right-of-way line to point of beginning.

99 322
322 104e

I, Joan McCalmant, Recorder, in and by Linn County, State of Iowa, do hereby certify that this is a true copy of the record filed in this office in: BOOK 4456 Page 153-157
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of my office, Cedar Rapids, Iowa this 16th of November 2021
JOAN McCALMANT
LINN COUNTY RECORDER
by _____ Deputy

COUNTY RECORDER
IOWA
LINN COUNTY