DELAWARE COUNTY IOWA
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RECORDER

21.00

ENV. (X) P.O. Box 388

Preparer Information: Jean C. Lawrence, 1080 9th Ave., Marion, Iowa 52302, (319) 377-1509

FIRST OPTION TO PURCHASE REAL ESTATE

The undersigned, Doris A. Peyton of 3377 140th Ave., Coggon, Iowa 52218, hereinafter referred to as Seller, hereby acknowledges receipt of $2,000.00 from Kleon K. Peyton, P.O. Box 108, Coggon, Iowa 52218, hereinafter referred to as Purchaser. In consideration of such payment, the Seller hereby gives and grants to the Purchaser the first right of refusal to purchase, on the terms and conditions hereinafter set forth, the real estate of Seller situated in Delaware County, Iowa, and more particularly described as follows:

> That part of the Southeast Quarter of Section 34-87-6, Delaware County, Iowa described as commencing at the SE Corner of said Sec. 34, thence North 1064.8 feet along the East line of said Section 34 to the point of beginning, thence West 295.2 Feet, thence North 295.2 Feet, thence East 295.2 feet, thence South 295.2 Feet along the East line of Sec. 34 to the point of beginning, said parcel containing approximately 2.00 acres subject to the road right-of-way and easement of record. The East line of said Sec. 34 is assumed to bear due North and South

at such time as Seller determines that she is going to sell said real estate.

1. **Option Price.** The Purchaser, upon execution of this document, shall pay and Seller hereby acknowledges receipt of $2,000.00 in full payment for this option.

2. **Purchase Price.** The purchase price shall be the fair market value of the real estate as of the time of the exercise of the option. Said fair market value shall be determined by use of an appraiser mutually agreed upon by the parties. In the event the parties cannot agree upon an appraiser, each party shall select an appraiser and each appraiser shall designate a third appraiser. The third appraiser shall conduct an appraisal of the real estate.

3. **Exercise of Option Method.** Upon Seller's election to sell said real estate, Seller shall give Purchaser written notice of said election at the address stated above, or such other address as Purchaser has, in writing, designated to Seller. Purchaser shall then have a period of 60 days from receipt of notice of said election to notify Seller of his decision to exercise his first option to purchase the real estate. Said notice shall be in writing and directed to Seller at the address stated above, or such other address as Seller has, in writing, designated to Purchaser. As to any such notices required in this Paragraph, notice shall be delivered in

person or by certified mail, but restricted delivery or return receipt are not required. Postmark or date of personal delivery shall control.

Dated this 19 day of December, 2001.

Kleon Peyton

Doris Peyton

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 19th day of December, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kleon Peyton, to me known, to be the person in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

JEAN C. LAWRENCE NOTARIAL SEAL COMMISSION NO. [illegible]

Notary Public in and for said State

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 21 day of December, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Doris Peyton, to me known, to be the person in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in and for said State