THE IOWA STATE BAR ASSOCIATION
Official Form No. 143

Janette S. Voss ISBA # 13667

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Entered for taxation 26th day of December A.D. 2002
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By Carla Becker, Deputy
87-136

AUDITOR FEE $ 5.00
RECORDER FEE $ 16.00

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DEBORAH FREDERICK
DELAWARE CO. RECORDER
DELAWARE COUNTY IOWA
FILED

Preparer Information Janette S. Voss, 209 E. Main Street, Anamosa, (319) 462-3577
Individual's Name | Street Address | City | Phone

Address Tax Statement: Jeffrey D. Voss, 3085 180th Avenue, Ryan, IA 52330

SPACE ABOVE THIS LINE FOR RECORDER

REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between

Mangold Family Farms, L.C., Linda J. Showman, as Trustee of the Linda J. Showman Revocable Trust, and Gloria D. House and Charles W. House, as Co-Trustees of the Gloria D. House Trust,

("Sellers"); and

Jeffrey D. Voss and Janette S. Voss, as joint tenants with rights of survivorship, and not as tenants in common,

("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Delaware County, Iowa, described as:

Parcel A, located in the SE¼ SE¼ of Section 17, Township 87, North, Range 5, West of the 5th P.M., as shown in the Plat of Survey recorded in Book 2002, Page 3791 of the records of the Delaware County, Iowa Records, containing 3.542 acres, inclusive of 0.361 acre of public highway,

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways; and d. (consider liens; mineral rights; other easements; interest of others.)

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is Seventy Thousand and 0/100 Dollars ($ 70,000.00) of which Seven Thousand and 0/100 Dollars ($ 7,000.00) has been paid. Buyers shall pay the balance to Sellers at the home of Harriet Mangold, or as directed by Sellers, as follows:

Principal balance of 63,000.00 to be paid in monthly payments of 602.06, including principal and interest at the rate of eight percent (8.00%) per annum, until November 8, 2005, at which time the entire unpaid principal balance, plus interest shall become due. Interest shall commence on November 8, 2002 and the first monthly payment shall be due on December 8, 2002. Buyers shall have the right to prepay all or any part of the principal without penalty.

2. **INTEREST.** Buyers shall pay interest from November 8, 2002 on the unpaid balance, at the rate of eight (8%) percent per annum, payable . Buyers shall also pay interest at the rate of eighteen (18%) percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Sellers shall pay all real estate tax installments, or portions thereof, for taxes that accrue prior to possession. Specifically, Sellers shall pay the tax installment due in March 2003, and their prorated share of the tax installment due in September 2003, and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract or . All other special assessments shall be paid by Buyers.

5. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on November 8th, 2002, provided Buyers are not in default under this contract. Closing shall be on November 8th, 2002.

6. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the 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 provide Sellers with evidence of such insurance.

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7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract _____, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full; however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.) A watering tank, two gates and fencing (11 posts and 30 guard rails) of the barnyard.

9. **CARE OF PROPERTY.** Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.

10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. **REMEDIES OF THE PARTIES.** a. If Buyers fail to timely perform this contract, Sellers may, at Sellers' option, forfeit Buyers' rights in this contract as provided in the Iowa Code, and all payments made by Buyers shall be forfeited. 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, as 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 a 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 successors 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.

b. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

c. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

d. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. **JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

13. **JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

14. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

15. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

16. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. **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.

18. **ADDITIONAL PROVISIONS.**

a. Sellers and any of their children would like to stop for a visit should an occasion find them in the area.

b. Sellers may place a plaque near the driveway that denotes this property as a century farm. The plaque shall be placed flush with the ground for ease of upkeep.

c. All concrete currently piled on the north side of the barn will be removed by Seller's current tenant prior to December 31, 2002.

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: November 7, 2002 Jeff Voss

Dated: November 7, 2002 Janette S Voss

_____ Jeffrey D. Voss

Jeffrey D. Voss

_____ Janette S Voss

SELLERS Janette S. Voss BUYERS

STATE OF Iowa, COUNTY OF Jones, ss:

This instrument was acknowledged before me on November 7, 2002

by, Jeffrey D. Voss and Janette S. Voss, husband and wife,

HELEN L. SEATON
COMMISSION # 169897
MY COMMISSION EXPIRES
6-15-05

Helen Seaton

Helen Seaton, Notary Public

Helen E. Bormann, Member of Mangold Family Farms, L.C.

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this November 8, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Helen Borman, a Member of Mangold Family Farms, L.C., 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.

DIANE M. UHLENKAMP
COMMISSION NO. 713679
MY COMMISSION EXPIRES
11-19-04

Diane M. Uhlenkamp Notary Public in and for said State.

Edward H. Mangold, Member of Mangold Family Farms, L.C.

STATE OF Colorado, COUNTY OF Arapahoe, ss:

On this November 27 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Edward H. Mangold, a Member of Mangold Family Farms, L.C., 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.

Notary Public in and for said State.
My Commission Expires March 18, 2006

Beverly K. Mangold, Member of Mangold Family Farms, L.C.

STATE OF OREGON, COUNTY OF MULTNOMAH, ss:

On this 26th day of NOVEMBER 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared Beverly K. Mangold, a Member of Mangold Family Farms, L.C., 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.

OFFICIAL SEAL
T W PETERS
NOTARY PUBLIC–OREGON
COMMISSION NO. 347440
MY COMMISSION EXPIRES SEPT 23, 2005

Notary Public in and for said State.

Linda J. Showman, Member of the Mangold Family Farms, L.C.
And Trustee of the Linda J. Showman Revocable Trust

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this November 8, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Linda J. Showman, a Member of the Mangold Family Farms, L.C., and Trustee of the Linda J. Showman Revocable Trust, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, individually, and as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

DIANE M. UHLENKAMP
COMMISSION NO. 713679
MY COMMISSION EXPIRES
11-19-04

Diane M. Uhlenkamp Notary Public in and for said State.

Gloria D. House, Member of the Mangold Family Farms, L.C.

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this November 8, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Gloria D. House, a Member of the Mangold Family Farms, L.C., 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.

DIANE M. UHLENKAMP
COMMISSION NO. 713679
MY COMMISSION EXPIRES
11-19-04

Diane M. Uhlenkamp Notary Public in and for said State.

Gloria D. House, Co-Trustee of the Gloria D. House Trust

Charles W. House, Co-Trustee of the Gloria D. House Trust

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this November 8, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Gloria D. House and Charles W. House, Co-Trustees of the Gloria D. House Trust, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that the persons, as the fiduciaries, executed the instrument as the voluntary act and deed of the persons and of the fiduciaries.

DIANE M. UHLENKAMP
COMMISSION NO. 713679
MY COMMISSION EXPIRES
11-19-04

Diane M. Uhlenkamp Notary Public in and for said State.