DAVE FINK
P.O. BOX 213
DELHI, IA. 52223

CHG. # 10.00

Entered for taxation 15th day
of April A.D. 2003
Sharon McGuire Auditor
By Barbara Gratias Deputy
88-170

AUDITOR FEE $ 5.00
RECORDER FEE $ 16.00

BOOK 2003 PAGE 1411
DEBORAH L. PEYTON
DELAWARE CO. RECORDER

2003 AP -7 PM 3:54

DELAWARE COUNTY IOWA
FILED

Prepared by D. Flint Drake, Kane, Norby & Reuldick PC, 2100 Asbury Road, Suite 2, Dubuque, IA 52001 563/582-7980

AGREEMENT RELATED TO GRANT OF LIFE ESTATE

This Agreement Related to Grant of Life Estate is entered into this 7th day of April, 2003, by and between David J. Fink a/k/a Dave Fink and Victoria Fink, husband and wife (Fink) and Vera E. Buehler, a single person (Buehler).

RECITALS

A. Fink is the owner of real estate located in Delaware County, Iowa and legally described as follows:

~~Lot Two (2) of Block Six (6) of Second Subdivision of Part of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Fifteen (15), and Part of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Fourteen (14), all in Township Eighty Eight (88) North, Range Five (5), West of the Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 4 Plats, Page 106~~

SEE ATTACHED LEGAL DESCRIPTION.

(the Real Estate);

B. Buehler has contributed $30,000.00 towards construction of a home upon the Real Estate and Fink has provided the balance of funds and labor necessary for construction of such home;

C. The parties have reached an agreement regarding use of the home by Buehler during her life and desire to set forth such agreement in writing.

THEREFORE, in consideration of the mutual terms and covenants contained herein, the parties agree as follows:

1. Grant of Life Estate. Fink hereby grants to Buehler a life estate in the Real Estate. Pursuant to such life estate, Buehler shall have the right to occupy the home as her primary residence for the remainder of her life at no additional expense, except as set forth in paragraph 2 below. Should Buehler abandon the premises by relocating to a new primary residence, Fink shall file a notice of termination of life estate in the records of the Delaware County Recorder and the life estate shall be deemed terminated as of the date of recording of such termination. Filing of such termination by Fink shall be conclusive evidence of abandonment of the premises by Buehler. The life estate shall terminate automatically upon the death of Buehler.

2. Obligations with Respect to Real Estate. During the term of the life estate granted herein, Buehler shall maintain renter's insurance on all of Buehler's possessions and Buehler shall further be responsible for payment of all real estate taxes that accrue during the period of the life estate and shall pay all utilities, refuse charges and all similar such charges which accrue during the term of the life estate. Fink shall maintain property and liability insurance upon the Real Estate naming both Fink and Buehler as insureds.

Buehler shall be responsible for all minor maintenance and upkeep with respect to the Real Estate, including lawn care and snow removal. Fink shall be responsible for all other items of maintenance, repair or replacement, including the roof and other structural components of the home.

3. Payments Upon Termination of Life Estate. Upon termination of the life estate as provided in paragraph 1 above, Fink shall pay to Chet Fink the sum of $10,000.00 and to Linda Smith the sum of $10,000.00. The parties agree and acknowledge that such payments will equalize distribution of Buehler's funds equally to her three children, Dave Fink, Chet Fink, and Linda Smith.

4. Miscellaneous. This agreement is binding upon the parties hereto and their successors and assigns. This agreement is deemed to run with the land until terminated as provided herein. This agreement shall be governed by and construed under the laws of the State of Iowa and may not be assigned by either party without the prior written consent of the other party, which consent may be unreasonably withheld.

David J. Fink

Victoria Fink

Vera E. Buehler

STATE OF IOWA)
COUNTY OF Delaware) ss:

On this 7th day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David J. Fink and Victoria Fink, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Lori L. Nylund
Commission Number 703269
My Commission Expires
5/17/06

Notary Public
in and for State of Iowa

STATE OF IOWA)
COUNTY OF Delaware) ss:

On this 7th day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Vera E. Buehler, a single person, 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.

Lori L. Nylund
Commission Number 703269
My Commission Expires
5/17/06

Notary Public
in and for State of Iowa

ATTACHMENT - LEGAL DESCRIPTION

Lot 2 of Cozy Cove Subdivision, a subdivision of Lot 1 through Lot 7 of Willie's Second Subdivision, being part of the southeast quarter of the northeast quarter of Section 15, and part of the northeast quarter of the southeast quarter of Section 15, and part of the northwest quarter of the northwest quarter of Section 14, Township 88 North, Range 5 West, of the 5th Principal Meridian, Delaware County, Iowa.