Becky Eden
RE/MAX Assoc.
1951 51st St. NE
Cedar Rapids, IA
52402

DELAWARE COUNTY IOWA
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DEBORAH L. BRYON
DELAWARE CO. RECORDER
26.00

Preparer Information Rush M. Shortley, 1921 51st ST NE, Cedar Rapids, (319) 294-1907
Individual's Name Street Address City Phone

Tax Statement to: Chuck E. Sitter, 311 Highland Ct. Fairfax, Ia 52228 319-845-4004

PERSONAL PROPERTY RESIDENCE SALE CONTRACT-INSTALLMENTS

IT IS AGREED this 22nd day of August, 2003, by and between RW McDowell and Linda I. McDowell, husband and wife of Delaware County, State of Iowa, Sellers; and Dean E. Donels and Charles E. Sitter of Linn County, 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 residential structure situated in the County of Delaware, State of Iowa, to-wit:

Lakeview cabin and any associated structures situated on Part of Lot 1 (known as Lot 1.5) of Harwick Lake Club South Addition, area known as Hartwick Cottage Grounds, part of SW 1/4 NW 1 QT. of NW 1/4 of Section 30, Delhi Twp., Delaware County, Iowa, located at 26236 262nd ST., Delhi, IA 52223.

as personal property all upon the terms and conditions following, hereafter called "the property":

1. **TOTAL PURCHASE PRICE.** The Buyers agree to pay for said property the total of **$52,500.00** due and payable at Linn County, Iowa, as follows:

(a) **DOWN PAYMENT** of **$7,000.00, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED :** and

(b) **BALANCE OF PURCHASE PRICE. $45,500.00** as follows:

The balance will draw interest at the rate of **8%** per year and be payable in monthly payments of **$333.86** beginning ~~September~~ Oct 1st, 2003 and on the same day of each month thereafter for an additional **59** months, at which time the entire remaining balance shall be paid in full.

If Buyers resell this the property during the term of this contract, the entire remaining contract balance shall become due and payable on the closing of that sale.

2. **POSSESSION.** Buyers, concurrently with due performance on their part, shall be entitled to possession of said premises on the date of this agreement and thereafter so long as they shall perform the obligation of this contract. If Buyers are taking subject to the rights of lessees of Sellers and are entitled to rentals therefrom on and after date of possession. so indicate by 'yes' in the space following: **N/A.**

3. **TAXES.** Sellers shall pay 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.

4. **SECURITY INTEREST RETAINED BY SELLER.** Sellers retain and Buyers grant Sellers a purchase money security interest in the property and any other property which becomes subject to the terms of this agreement and the lease with Hartwick Lake Club (Marcheta R. Cooey, surviving owner) for the land on which the property is situated, as security for the payment of the purchase price, interest, property taxes and any other amounts which become due under any provision of this contract.

5. **SECURITY INTERESTS GIVEN BY SELLER.** Any security interest 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. Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time grant a security interest or lien on their right, title or interest in such premises or to renew or extend any existing security interest or lien for any amount not exceeding 100% 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 lien and agree to execute and deliver all necessary papers to aid Sellers in securing such a lien which shall be prior and paramount to any of Buyers' then rights in said property.

6. **INSURANCE.** Except as may be otherwise included in the last sentence of paragraph 1 (b) above, Buyers on 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 the leased land and any other 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 property 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 property and other personal property 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 property without the written consent of the Sellers. Buyers shall not use or permit said property to be used for any illegal purpose.

8. **LIENS.** No mechanics' lien shall be imposed upon or foreclosed against the property described herein.

9. **ADVANCEMENT BY SELLERS.** If Buyers fail to pay such taxes and insurance and effect necessary repairs or to pay other charges or fail to comply with the terms of the lease with Hartwick Lake Club as described elsewhere in this contract, as agreed in this contract, Sellers may, but need not, pay such taxes and insurance, make necessary repairs, do any acts or pay any sums necessary to come into compliance with the terms of the land lease with Hartwick Lake Club, and pay such other charges, 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.

10. **JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN THE PROPERTY.** If and only if, the Sellers immediately preceding this sale, hold the title to the above described property jointly with right of survivorship, and such joint ownership 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 containing and/or recaptured rights of Sellers in said property, shall be and continue in Sellers as 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 owners, agree to pay any balance of the proceeds of this contract to the surviving Seller (or Sellers) and to accept a properly executed Bill of Sale solely from him or them consistent with paragraph 14 below unless and except this paragraph is stricken from the 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" in 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 a 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 transferred Bill of Sale made pursuant to this contract (See paragraph 13) shall be without reservation or qualification EXCEPT: NONE.

14. **TRANSFER OF TITLE.** 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 Bill of Sale properly executed to convey said property absolutely free and clear of any security interests, liens or other claims except those which have been imposed as a result of the acts or omissions of Buyers, pursuant to and in conformity with this contract. This contract supersedes any previous written offers of Buyers to buy the above described property. If any additional personal property is a part of this agreement, then upon due performance by Buyers, Sellers shall separately convey such

property in the same Bill of Sale consistent with the terms of this contract. Sellers shall pay all taxes on any such personal property payable in years prior to 2003.

15. **LAND LEASE AND PAYMENT OF RENT.** The property subject to this contract is located on leased real estate, and the rights in that lease and the transfer of Sellers' in that lease are governed by separate documents between Sellers, Buyers and the landlord under that lease. Buyers shall pay all land rent and other charges of the lessor on which this property is installed on a timely basis. Buyers shall also otherwise comply with all terms of the lease with Hartwick Lake Club (Marcheta R. Cooey, surviving owner) for the land on which the property is situated.

16. **PROPERTY AS FIXTURES.** No part of the property attaches to the leased real estate as a fixture and shall retain its character as removable at all times.

17. **REPOSSESSION.** 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 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 repossess this property and any other property covered by this contract as provided by law (Chapter 554 Code of Iowa). Upon completion of such repossession 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 repossession, if the Buyers. or any other person or persons shall be in possession of said property 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 a lease, and may accordingly be ousted and removed as such as provided by law.

18. **REPOSSESSION AND SALE.** 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 Iowa law. Thereafter the property subject to this contract may be repossessed and retained in satisfaction of Sellers' security interest or sold and the proceeds applied to the amounts due under this contract, all as provided by law (Chapter 554, Code of Iowa).

19. **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 actual reasonable attorneys' fees.

20. **INTEREST ON DELINQUENT AMOUNTS.** Buyers will pay interest at the contract rate of 8% on all amounts herein as and after they became delinquent, and/or on cash reasonably advanced by either Sellers pursuant to the terms of this contract, as protective disbursements.

21. **ASSIGNMENT.** In case of the assignment of this contract by Sellers, prompt notice shall be given to the Buyers, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract. Buyers may not assign their interest in this contract and shall pay all amounts remaining due from them under this contract if they transfer their interest in the property subject to this contract prior to the end of the term of this contract.

22. **OTHER PERSONAL PROPERTY.** If this contract includes the sale of any additional personal property, then in the event of the repossession of the property under this contract, such personalty shall be considered indivisible with the property above described; and any such termination of Buyers' rights in said property shall concurrently operate as the repossession of all such personal property.

23. **CONSTRUCTION.** Words and phrases herein, including acknowledgments 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."

24. **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.

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

26. **SPECIAL PROVISIONS.**

NONE.

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 22, 2003

Dean E. Donels

Dated: August 22, 2003

Charles E. Sitter

This contract, including this page and the 3 previous pages, executed in duplicate on this 22nd day of August, 2003.

RW McDowell, Seller

Dean E. Donels, Buyer

Linda I. McDowell, Seller

Charles E. Sitter, Buyer

2482 197th AV
Manchester, IA 52057

311 Highland CT
Fairfax, IA 52228

STATE OF IOWA, Delaware COUNTY, ss:

This instrument was acknowledged before me on this 22nd day of August, 2003 by RW McDowell and Linda I. McDowell, husband and wife.

BECKY J. EDEN
Commission No. 181998
My Commission Exp.
11-7-04

, Notary Public

STATE OF IOWA, Delaware COUNTY, ss:

This instrument was acknowledged before me on this 22nd day of August, 2003 by Dean E. Donels and Charles E. Sitter.

BECKY J. EDEN
Commission No. 181998
My Commission Exp.
11-7-04

, Notary Public