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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Prepared by and return to: Marcheta R. Cooey, 2607 220th Ave. Delhi, IA 52223, ph. 319 922 2792
Address Tax Statement:: Brian J. Monk 17922 Cottonwood LN., P.O. Box 226, Monticello, IA. 52310

REAL ESTATE CONTRACT

IT IS AGREED between Marcheta R. Cooey of Hartwick Lake Club, 2607 220th Ave., Delhi, IA, Seller and Brian J. Monk and Brenda L. Monk, **address at 17922 Cottonwood Ln., (P.O. Box 226) Monticello, IA 52310**

THAT Seller hereby agrees to sell and buyer hereby agrees to buy the real estate situated in Delaware County, Iowa, described as follows:

Parcel O ,part of the plat of Parcel 0, Parcel P, and Parcel Q South of Hartwick Lake Club West part of the SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4), SECTION TWENTY-FIVE (25) TOWNSHIP EIGHTY-EIGHT NORTH (T88N), RANCE FIVE WEST (R5W) OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA. **as recorded in book 8 page 91,** together with all easements and servient estates appurtenant thereto, including those specifically mentioned in this contract or any exhibits attached hereto, and buyers assume any and all affirmative duties in connection therewith same to run with the real estate, upon the following terms:

1. The total purchase price for said property is the sum of $4,000.00 due and payable at residence of sellers in Delaware County, Iowa as follows:

(a). Down Payment of $500 receipt of which is hereby acknowledged by sellers at the time of execution of this agreement.

(b). The balance of $3,500, will be paid in full upon delivery of a warrenty deed to said Parcel O.

(c).

2. TAXES. The property taxes will be paid by seller up to March 31, 2007. Buyer will pay all taxes after March 31, 2007.

3. POSSESSION. Sellers agree to give buyers possession of said premises upon closure and signing of contract.

4. ABSTRACT OF TITLE. Seller does not agree to deliver to buyer an abstract of title to said premises. It is the buyers responsibility to have an abstract drawn up.

5. DEED. Upon payment of all sums owed by buyer to seller by virtue of this contract, seller agree to contemporaneously execute and deliver to buyer a Warrenty Deed to the Parcel O upon a form approved by the Iowa State Bar Association and which shall be subject to:

(a). Liens and encumbrances suffered or permitted by buyer, and taxes and assessments payable by buyers.

(b). Applicable zoning regulations and easements of record for public utilities and established roads and highways and other easements of record, including any existing well easements.

(c). No protective covenants and restrictions are filed on said Parcel O.

6. FORFEITURE AND FORECLOSURE. If buyers fail to perform this contract in any respect, time being the essence of this contract, then sellers may forfeit this contract as provided by Chapter 656 of the Iowa code and all payments made and improvements made on said premises shall be forfeited; or sellers may declare the full balance

owing due and payable and proceed by suit at law or in equity to foreclose this contract, in which event buyers agree to pay costs and attorney fees and any other expenses incurred by sellers.

7. UTILITIES. The Sellers shall have no obligation to furnish utilities. All Water, electricity, and phone lines are the responsibility of the Buyer.

8. ROAD EASEMENT. The Delaware County Road runs through said Parcel so no road easement is necessary for access to Parcel O.

9. There are no PROTECTIVE COVENANTS AND RESTRICTIONS on Parcel O.

10. SURVIVAL OF REPRESENTATIONS. The representations herein contained and the obligations undertaken by the parties hereto shall, to the extent applicable, survive the closing and delivery of the warranty deed hereunder.

11. ALL of the provisions of this contract are binding on the heirs, successors, and assigns of each and all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Realestate Contract on this 18th day of December, 2006.

SELLER:
Marcheta R. Cooey and Ralph Douglas Cooey
As Trustees of the Archie W. Cooey Jr. Trust,
And Marcheta R. Cooey, Individually

Marcheta R Cooey
Seller: Marcheta R. Cooey, as Trustee

Seller: Ralph Douglas Cooey, as Trustee

Marcheta R Cooey
Seller: Marcheta R. Cooey, as Individual

BUYER: Brian Monk as an Individual

Buyer: Brian J. Monk

Brenda L. Monk
Buyer: Brenda L. Monk

State of Iowa
County of Delaware

On this 18th day of December, 2006, before me a Notary Public in and for said State, personally appeared Marcheta R. Cooey and Brian J. Monk, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Jean A. Kuehl
Notary Public in and for the State of Iowa

JEAN A. KUEHL
Commission Number 177773
My Commission Expires
1/27/07

State of Colorado
County Jefferson

On this 4 day of January, 20 07, before me a Notary Public in and for the said State, personally appeared Ralph Douglas Cooey, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

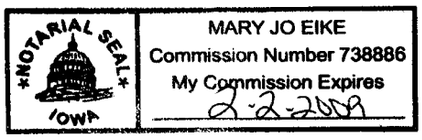
JENNY M. SCHEER NOTARY PUBLIC STATE OF COLORADO

Jenny M Scheer
Notary Public in and for the Sate of Colorado

My Commission Expires 04/04/2009
6355 Ward Rd.
Arvada, CO 80004

State of Iowa
County Lyon

On this 8th day of March, 2007, before me a Notary Public in and for the said State, personally appeared Brenda L. Monk, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Mary Jo Eike
Notary Public in and for the Sate of Iowa