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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Ken will pick up 920-9651

Return to: Kenneth P. Hart, 112 South Wayne, Manchester, IA 52057 563-920-9651
Preparer: Kenneth P. Hart, 112 South Wayne, Manchester, IA 52057 563-920-9651
Taxpayer: Kenneth P. Hart, 112 South Wayne, Manchester, IA 52057 563-920-9651

CONTRACT FOR DEED

THIS CONTRACT FOR DEED (this "Agreement") dated this 30th of January, 2010

BETWEEN:

Kenneth P. Hart of 112 South Wayne, Manchester, IA 52057 USA
A/K/A Kenneth Paul Hart
(the "Seller")

OF THE FIRST PART

- AND -

Joshua James Diesburg of 308 South Tama, Manchester, IA 52057 USA, and
Jennifer Marie Diesburg of 308 South Tama, Manchester, IA 52057 USA

(collectively the "Purchaser")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Sale of Property

1. On the 30th of January, 2010, the Seller, for and in consideration of the sum of $45,000.00, does hereby convey and grant with warranty covenants to the Purchaser, all of the following lands and property, together with all improvements located on the property: legal description on (page 2)

Initials: JJD JPH

308 SOUTH TAMA STREET, MANCHESTER, IA 52057
THE NORTH ONE-HALF(N1/2)OF LOTS SEVENTEEN(17) AND EIGHTEEN(18),AMSDEN'S ADDITION TO MANCHESTER, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 3L.D., PAGE 276-277
(the "Premises").

2. The Purchaser and the Seller agree that the Purchaser takes the property with the following conditions and defects relating to the property:
Low water pressure from the street. Costs to be split between Seller and Purchaser
Older electrical service. Seller will update with a sub-panel breaker box.

Purchase Price

3. The purchase price (the "Purchase Price") of the Premises is $45,000.00. The Purchaser agrees to pay $4,500.00 on execution of this Agreement or upon receiving the tax refund stimulus moines. The balance of the Purchase Price will be payable after 60 monthly installments of $370.00. Monthly payments are due on the 1st of each month, beginning on March 1, 2010. On March 1, 2015 the Purchase Price is to be paid in full.

Interest Charges

4. Interest of 6% per year will be computed monthly and deducted from the monthly payments. The balance of the monthly payment will be applied to the principal amount of the Purchase Price outstanding.

Lump Sum Payments

5. Lump sum payments may be made at any time, without penalty, to reduce the principal amount of the Purchase Price outstanding.

Property Taxes and Assessments

6. For the duration of the Agreement, the Seller will be responsible for all taxes, and assessments levied against the Premises and may collect the same from the Purchaser by including in the monthly payments or giving 30 days notice in writing.

Insurance

7. The Purchaser is not responsible for insuring the Seller's contents and furnishings in or about the Premises against either damage or loss and the Purchaser assumes no liability for any such damage or loss.

8. The Purchaser is hereby advised and understands that the personal property of the Purchaser is not insured by the Seller for either damage or loss, and the Seller assumes no responsibility for any such damage or loss. The Purchaser is advised that, if insurance coverage is desired by the Purchaser, the Purchaser should inquire with the Purchaser's insurance agent regarding a personal contents policy of insurance.

9. The Purchaser is hereby advised and understands that the Premises is insured by the Purchaser for both damage and loss to the structure, mechanical or improvements to the Premises, and the Purchaser assumes responsibility for any such damage or loss. The Purchaser will inquire with the Purchaser's insurance agent regarding a dwelling policy of insurance.

10. The Purchaser is responsible for maintaining liability insurance on the Premises for the benefit of both the Purchaser and the Seller, and the Purchaser assumes liability for any damage or loss arising from the liability of either the Purchaser or the Seller.

Purchaser's Default

11. In the event of the Purchaser's failure to perform any covenant or condition contained in this Agreement, the Seller will give the Purchaser a notice of default. The notice will give the Purchaser 14 days from the date the notice is received to remedy the default. If the Purchaser fails to remedy the default within 14 days, then the entire balance of the Purchase Price, including interest payable, will become due 30 days after the 14 day period to remedy the default expires (the "Notice Period"). Failure to pay the full amount of the Purchase Price owing will result in the termination of this Agreement at the end of the Notice Period.

12. The Purchaser and the Seller agree that in the event that the Purchaser fails to remedy a default and this Agreement is terminated, the Purchaser will vacate the Premises within 30 days of the Agreement terminating. The Purchaser and the Seller further agree that failure of the Purchaser to vacate within that period gives the Seller a right to maintain an action to obtain vacant possession of the Premises.

13. In the event of default and termination of this Agreement by the Purchaser, the Purchaser forfeits any and all payments made under the terms of this

Agreement, including but not limited to all payments made towards the Purchase Price, and any and all taxes, assessments, or insurance premiums paid by the Purchaser, as liquidated damages for breach of this Agreement.

14. The Seller reserves the right to recover damages resulting from the willful acts or negligence of the Purchaser.

Seller's Right to Reinstate Agreement After Default

15. In the event of the Purchaser's default and the termination of this Agreement, the Seller, at his sole discretion, will have the right to reinstate this Agreement. In exercising his discretion, the Seller may require the Purchaser to:

(i) pay all amounts due and owing under this Agreement had the Agreement not been terminated;

(ii) cure any defaults that have occurred; and

(iii) pay all expenses incurred by the Seller in enforcing their rights under this Agreement.

16. All payments made under the preceding provision must be made in a form acceptable to both parties.

Assignment or Sale of the Premises

17. The Purchaser may not sell, assign, transfer, convey, encumber, or otherwise deal with any interest in the Premises without the written consent of the Seller.

Deed and Evidence of Title

18. Upon payment of the full Purchase Price, including all taxes, assessments, interest, and other charges due to the Seller, the Seller agrees to deliver to the Purchaser, within a reasonable amount of time, a Warranty Deed to the Premises in the name of the Purchaser, free and clear of all liens and encumbrances except for the following liens, charges, and encumbrances: None

Notices

19. All notices required to be sent under this Agreement will be sent by pre-paid registered mail to:

If to the Purchaser:

Joshua James Deisburg of 308 South Tama, Manchester, IA 52057 USA, and Jennifer Marie Deisburg of 308 South Tama, Manchester, IA 52057 USA.

If to the Seller:

Kenneth Paul Hart of 112 South Wayne, Manchester, IA 52057 USA.

Charges for Late Payment

20. In the event the Purchaser pays a monthly installment payment after it becomes due, there will be a late fee of $25.00 assessed to the Purchaser as a reasonable pre-estimate of the Seller's loss as a result of the late payment. Such fees will be deducted from any payment to the Seller before being applied against the monthly installment owing.

Conveyance or Mortgage by Seller

21. The Seller reserves the right to encumber the Premises with a mortgage. The Seller agrees to meet the obligations due under the mortgage and to provide proof of the same to the Purchaser upon the written demand of the Purchaser. Payments will be made to Farmers and Merchants Savings Bank until mortgage is pay in full.

Loan #28421

Farmers & Merchants Savings Bank
101 E. Main St. PO box 588
Manchester, IA 52057.

22. The Seller reserves the right to convey their interest in the Premises, subject to this Agreement. Such conveyance will not be cause for termination of this Agreement.

Security

23. This Agreement will act as security for the performance of all of the Purchaser's obligations under this Agreement.

Time of the Essence

24. Time is of the essence for the performance of all of the Purchaser's obligations under this Agreement.

Attorney Fees

25. In the event of a default by the Purchaser, the Purchaser will pay all the Seller's reasonable and actual attorney fees associated with enforcing the Seller's rights under this Agreement. The default will not be deemed to be corrected until all attorney fees have been paid.

Entire Agreement

26. This Agreement will constitute the entire agreement between the Purchaser and the Seller. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent that it is incorporated into this Agreement.

Amendments

27. Any amendments or modifications of this Agreement or additional obligations assumed by either party in connection with this Agreement will only be binding if they are evidenced in writing and signed by each party or an authorized representative of each party.

Waivers

28. A waiver of any rights by any party in connection with this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each party.

Severability

29. If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Iowa (the "Act"), the Act will prevail and such provisions of this Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

30. In the event that any of the provisions of this Agreement will be held to be

invalid or unenforceable in whole or in part, those provisions, to the extent enforceable and all other provisions of this Agreement will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Interpretation

31. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Joint and Several Liability

32. All Sellers are jointly and severally liable for the acts, omissions, and liabilities of all other Sellers to this Agreement.

Heirs and Assigns

33. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.

Additional Clauses

34. A balloon payment for the balance due will be paid after 60 monthly payments. (March 1, 2015).

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand and seal on this 30th of January, 2010.

Initials: _____ KPH JJD

Kenneth Paul Hart
(Seller)

Joshua James Diesburg
(Purchaser) Diesburg

Jennifer Marie Diesburg
(Purchaser) Diesburg

SELLER ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF Delaware

The foregoing instrument was acknowledged before me on 30th of January, 2010 by Kenneth Paul Hart.

JoAnn Heffernan
Notary Public

JOANN HEFFERNAN
Notarial Seal - Iowa
Commission # 221059
My Commission Expires 2-19-2011

My commission expires: 2-19-2011

PURCHASER ACKNOWLEDGMENT

STATE OF IOWA

COUNTY OF Delaware

The foregoing instrument was acknowledged before me on 30th of January, 2010 by Joshua James Diesburg, and Jennifer Marie Diesburg.

JoAnn Heffernan
Notary Public

JOANN HEFFERNAN
Notarial Seal - Iowa
Commission # 221059
My Commission Expires 2-19-2011

My commission expires: 2-19-2011

DISCLOSURE REQUIREMENTS

We recommend that you provide the Purchaser with an Amortization Schedule detailing the payments to be made for the duration of this Agreement.

If the house you are selling was built prior to 1978, the Seller is required to deliver a lead paint disclosure to the Purchaser. If this applies to your sale, please visit http://www.hud.gov/offices/lead/enforcement/disclosure.cfm and print off the lead paint pamphlet and disclosure form.

If you have any questions or concerns regarding what needs to be disclosed, please contact a local attorney.