Book 2013 Page 3053
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

AFFIDAVIT EXPLANATORY OF EASEMENT, CONTRACTUAL TERMS, AND CONVENANTS

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)
Mark A. Roeder, 119 E. Main St., Manchester, IA 52057-1736; Ph. (563) 927-2782

Taxpayer Information: (name and complete address)
Philip DeShaw, 708 7th Ave SE, Dyersville, IA 52040

Return Document To: (name and complete address)
Mark A. Roeder, 119 E. Main St., Manchester, IA 52057-1736

Grantors:
Philip E. DeShaw and Jane E. DeShaw

Grantees:
Daniel L. White and Kay A. White

Legal Description: See Page 2

Document or instrument number of previously recorded documents: Book 2000, Page 3010

AFFIDAVIT EXPLANATORY OF EASEMENT, CONTRACTUAL TERMS, AND CONVENANTS

I, Philip E. DeShaw, being first duly sworn (or affirmed) under oath depose and state:

1. I am one of the grantors in a Warranty Deed recorded October 10, 2000, that conveyed property from Jane E. DeShaw and me as grantors to Daniel L. White and Kay A. White as grantees. The Warranty Deed is recorded at Book 2000, Page 3010. This Affidavit concerns the following description from said Warranty Deed:

> Parcel B Comprised of the SW ¼ of the SW ¼, Section 1, T87N, R3W of the 5th P.M. and part of the SE¼ of the SE¼ and part of the SW ¼ of the SE¼, Section 2, T87N, R3W of the 5th P.M., Delaware County, Iowa, according to the plat recorded in Book 2000, Page 2726, subject to roadway and easements of record; grantors, for themselves and their successors in interest, hereby specifically reserve a perpetual ingress and egress roadway easement, 33 feet in width as shown as Easement A on the above-described plat, ***with such easement and certain contractual terms being covenants running with the title to the land conveyed herein***; such terms are: (a) maintenance and repair of the roadway easement, and of encroachments such as trees, shall be the sole responsibility of Grantees and their successors in interest, except that Grantors and their successors in interest shall furnish fifteen (15) tons of rock for the roadway each calendar year; (b) Grantees and their successors in interest shall be responsible for all fencing of all boundaries of the conveyed property, and shall maintain all fence lines free of all brush and three limbs extending beyond the fence lines into adjoining real estate owned by Grantors and their successors in interest

(***Emphasis supplied***).

2. Attached hereto and incorporated herein by this reference as Exhibit 1 is a true copy of the original Real Estate Sales Agreement between grantors and grantees.

3. The purpose of this affidavit, and purpose for attaching and recording the Real Estate Sales Agreement, is to establish in the record a factual basis for the statement in the Warranty Deed concerning "contractual terms" and "covenants running with the title to the land" that obligate Grantors, Grantees and their

successors in interest to the performance of those duties described in the Warranty Deed. I know from my own personal knowledge that the obligations and duties set forth in the Warranty Deed recorded at Book 2000, Page 3010 were in fact contractually agreed upon in writing and are set forth in the Addendum to Real Estate Sales Agreement, Exhibit 1, p. 5.

Dated this 9-24-2013.

Philip E. DeShaw, Affiant

STATE OF IOWA, DELAWARE COUNTY) ss:

Signed and sworn to (or affirmed) before me on September 24, 2013, by Philip E. DeShaw.



Mark A. Roeder, Notary Public

GASSMANN REALTY • 117 3rd St. SE • P.O.Box 261 • Dyersville, IA 52040 • 319-875-9238

IOWA STANDARD FORM

REAL ESTATE SALES AGREEMENT

FARM AND LAND PROPERTY

1. PARTIES: Philip E. and Jane E. DeShaw (Seller) agrees to sell and convey to Daniel L. and Kay A. White (Buyer) and Buyer agrees to buy from Seller the following

2. PROPERTY situated in Delaware County Iowa legally described as 70 acres more or less in Sections 1 & 2 of South Fork Township; subject to survey at Seller's expense. See Exhibit A.
or as shown on attached exhibit, including (if any) mineral rights, oil and gas leases, machinery and equipment and See Exhibit B

☒ Exhibit is attached hereto.

Owner's personal all equipment and fixtures, a part of this sale, ~~will be retained by Seller and will be removed~~ are accepted by Buyers "AS IS" on the date of closing this sale.

3. CONTRACT SALES PRICE:

A. Total cash payment including trust funds noted below ..... $ 140,000.00

B. Subject to the purchaser obtaining the following financing:

☐. NEW MORTGAGE: ..... $ _____
This contract is subject to approval for Buyer of a _____ mortgage on or before the _____ day of _____, ____ in the amount of $_____ amortized on a monthly basis for not less than _____ years with interest not to exceed _____% per annum. Buyer shall apply for the loan within _____ days from the date this contract is accepted and shall make every reasonable effort to obtain approval of the loan. All usual costs incurred in securing such mortgage shall be paid by the _____.

☐. ASSUMPTION ..... $ _____
Buyer's Assumption of the unpaid principal balance of a promissory note payable to _____ in present monthly installments of $_____, including principal, interest and any reserve deposits, with Buyer's first installment payment being payable on the first installment payment date after closing, the assumed principal balance of which at closing (allowing for an agreed variance of $250) will be $_____. The cash payable at closing shall be adjusted for the amount of said variance. Seller represents the loan will not be in default and the escrow account (if any) will not be deficient at closing. If such variance exceeds $250 or such representations are untrue or if the existing interest rate is increased above _____% or if Buyer is required to pay an assumption fee in excess of $_____, this contract may be terminated at Buyer's option and the Earnest Money shall be returned to Buyer without delay. These requirements shall survive closing.

☐. SELLER FINANCED ..... $ _____
Buyer agrees to execute a ☐ promissory note ☐ installment contract for the above sum bearing interest at _____% per annum and payable in installments of $_____, or more each, per _____ beginning on or before _____ and continuing regularly at the same intervals until fully paid. At Seller's option Buyer agrees to additionally deposit with Seller, at the same time as the regular payments above, a sum equal to the estimated taxes and insurance premiums as a reserve for the payment of same, as they become due. The Note shall be secured by a Vendor's lien and mortgage. The installment contract be on a form commonly used in this County, or as attached hereto and made a part hereof for all purposes.

☐. OTHER: ..... $ _____
_____
_____
_____
_____

C. TOTAL CONTRACT SALES PRICE ..... $ 140,000.00

4. SURVEY of this property shall ☒, shall not ☐, be made prior to the closing of the sale at the expense of Buyer ☐, Seller ☒.

5. EARNEST MONEY: $ 1,000.00 is herewith tendered and is to be deposited as Earnest Money upon execution of this contract by all parties with Moss & Casey Trust, Broker, as Escrow Agent. Additional Earnest Money, if any, shall be deposited before N/A, in the amount of $ N/A.

6. POSSESSION AND CLOSING: Settlement or closing shall be on or before Sept. 1, 2000 or within seven days after objections to title have been cured, whichever date is later. Possession of the property shall be delivered to Buyer on 9/01/00 in its present condition, ordinary wear and tear excepted. Any possession by Buyer prior to or by Seller after closing date shall establish a landlord-tenant at sufferance relationship between the parties.

7. PROPERTY CONDITION: Buyer accepts the property in its present condition, subject only to the survey and the well water must test safe for human consumption
All parties hereto agree that Broker makes no representations or warranties as to the condition or suitability of the real or personal property, the subject of this contract.

8. BROKER'S FEE: Seller agrees to pay Gassmann Realty Broker herein a fee of As agreed of the total contract sales price in cash at the closing, payable in the county of the Broker's principal office.

9. TENANT REMOVAL: Broker shall ☐, shall not ☒ have the right as agent for Seller to terminate the rights of any tenant presently in possession of the property. Buyer shall have the right at closing to demand satisfactory evidence that the rights of all parties to possession have been terminated.

10. INTEREST BEARING TRUST ACCOUNT: Broker Escrow Agent is ☒, is not ☐, given the right to deposit trust funds hereunder in an interest bearing account at Fidelity Bank & Trust with the interest thereon accruing for the benefit of State.

11. ACCEPTANCE: If this offer is not accepted by Sellers on or before 6:00 P.M. July 19 2000, it shall become null and void and earnest money promptly returned.

FORM NO. 318

EXHIBIT 1

PENGAD 800-631-6989

12. SALES EXPENSES:
A. Loan appraisal fee shall be paid by Buyers and all, loan discount points not exceeding ____ shall be paid by buyers
B. Seller's expenses shall include (if applicable) lender required repairs, prepayment penalty on any existing loans, plus cost of releasing such loans, recording releases, preparation of deed or installment contract, and interest prorated to closing date.
C. Buyer's expenses shall include (if applicable) fees for loans, preparation of any loan documents, recording fees, credit reports, any required reserve deposits for insurance taxes and special assessments.

13. TAXES AND SPECIAL ASSESSMENTS: All regular taxes due and payable in the fiscal year ending June 30, 19__ and all prior taxes and previous years are to be paid by the Sellers. ~~All regular taxes due and payable in the fiscal year ending June 30, 19__ and all prior taxes and previous years are to be paid by the Sellers.~~ prorated to closing date and insurance (at Buyer's option) are to be prorated to the date of possession. The basis of such proration shall be the last known actual taxes payable. However, if such taxes are not based on a full assessment of the present property improvements, the proration shall be based on the current tax rate and the assessed value or actual value shown on the assessor's record at the time of settlement. All special assessments now certified as a lien on the Treasurer's books on the date of this contract are to be paid by the Sellers. All charges for solid waste removal, sewage, other utilities and assessments for maintenance attributable to the Seller's possession, are to be paid by the Sellers. All subsequent special assessments and taxes are to be paid by the Buyers.

14. CASUALTY LOSS: Seller shall maintain existing fire, windstorm, and extended coverage insurance until closing. If any part of the property is damaged or destroyed by fire or other casualty loss, Seller shall restore the same to its previous condition as soon as reasonably possible, but in any event by closing date and if Seller is unable to do so without fault, this contract shall terminate at Buyer's option and Earnest Money shall be refunded. Buyer's if they desire, may obtain additional insurance to cover such risks.

15. TITLE APPROVAL Seller shall promptly have the Abstract of Title extended to date at his expense and submit same to Buyer. Buyer shall have ten days from date of receipt of Abstract to deliver a copy of his attorney's title opinion to Seller, stating any objections to title and only objections so stated shall be considered. Abstract shall show good and merchantable title subject to easements and restrictions of record, applicable building restrictions and zoning regulations, and mortgage liens agreed to herein. Seller agrees to convey title by General Warranty Deed or an Installment Contract as provided for herein. Usual restrictive convenants and utility easements common to platted subdivisions of which the property is a part or any other reservations or exceptions acceptable to Buyer shall not be considered valid title objection.

16. ESCROW: Earnest Money is deposited with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the deposit to any party (iii) is not liable for interest or other charges on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties to the extent provided in Paragraph 17B. At closing, Earnest Money shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer. Before Buyer shall be entitled to refund of Earnest Money, any actual and FHA allowable expenses incurred on Buyer's behalf shall be deducted therefrom and paid to the creditors entitled thereto. The parties hereto auhtorize any mortgagee herein to pay loan proceeds to Escrow Agent who is authorized to use any trust funds herein to pay all items called for in this contract including liens and Broker's commission.

17. DEFAULT:
A. If Buyer fails to comply herewith, Seller may either enforce specific performance or terminate this contract and receive the Earnest Money as liquidated damages, one-half of which (but not exceeding the herein recited Broker's fee) shall be paid by Seller to Broker in full payment for Broker's services. If Seller is unable without fault to deliver Abstract or to make any non-casualty repairs required herein within the time herein specified, Buyer may either terminate this contract and receive the Earnest Money as the sole remedy, or extend the time up to thirty (30) days. If Seller fails to comply herewith for any other reason, Buyer may (i) terminate this contract and receive the Earnest Money, thereby releasing Seller from this constract (ii) enforce specific performance hereof, or (iii) seek such other relief as may be provided by law. If completion of sale is prevented by Buyer's default and Seller elects to enforce specific performance, the Broker's fee is payable when Seller collects damages for such default by suit, compromise, settlement, or otherwise.
B. Any signatory to this contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this contract shall be additionally entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

18. REPRESENTATIONS: Seller represents that there will be no Title I liens, unrecorded liens or Uniform Commercial Code liens against any of the property on closing date. If any representation above is untrue, this contract may be terminated by Buyer and the Earnest Money shall be refunded without delay. Representations shall survive closing.

19. SPECIAL PROVISIONS:

See Addendum to Real Estate Sales Agreement

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY THEIR WRITTEN CONSENT.

EXECUTED in multiple originals, effective the 17th day of July, 19 2022

Gatsmann Realty — SELLER
LISTING BROKER

BY Monnie R Gatsmann — SELLER

CO-BROKER — SELLER'S ADDRESS — TELEPHONE

BY — BUYER x Daniel J White [redacted]

RECEIPT OF EARNEST MONEY IS ACKNOWLEDGED OF $ 1,000.00 IN THE FORM OF Check # 2635. — BUYER x Kay A White [redacted]

Monnie R Gatsmann — 2336 260th Ave. Delhi, Iowa 52223 — 923-3195
ESCROW AGENT-BROKER — DATE — BUYER'S ADDRESS — TELEPHONE

Form 318 Iowa

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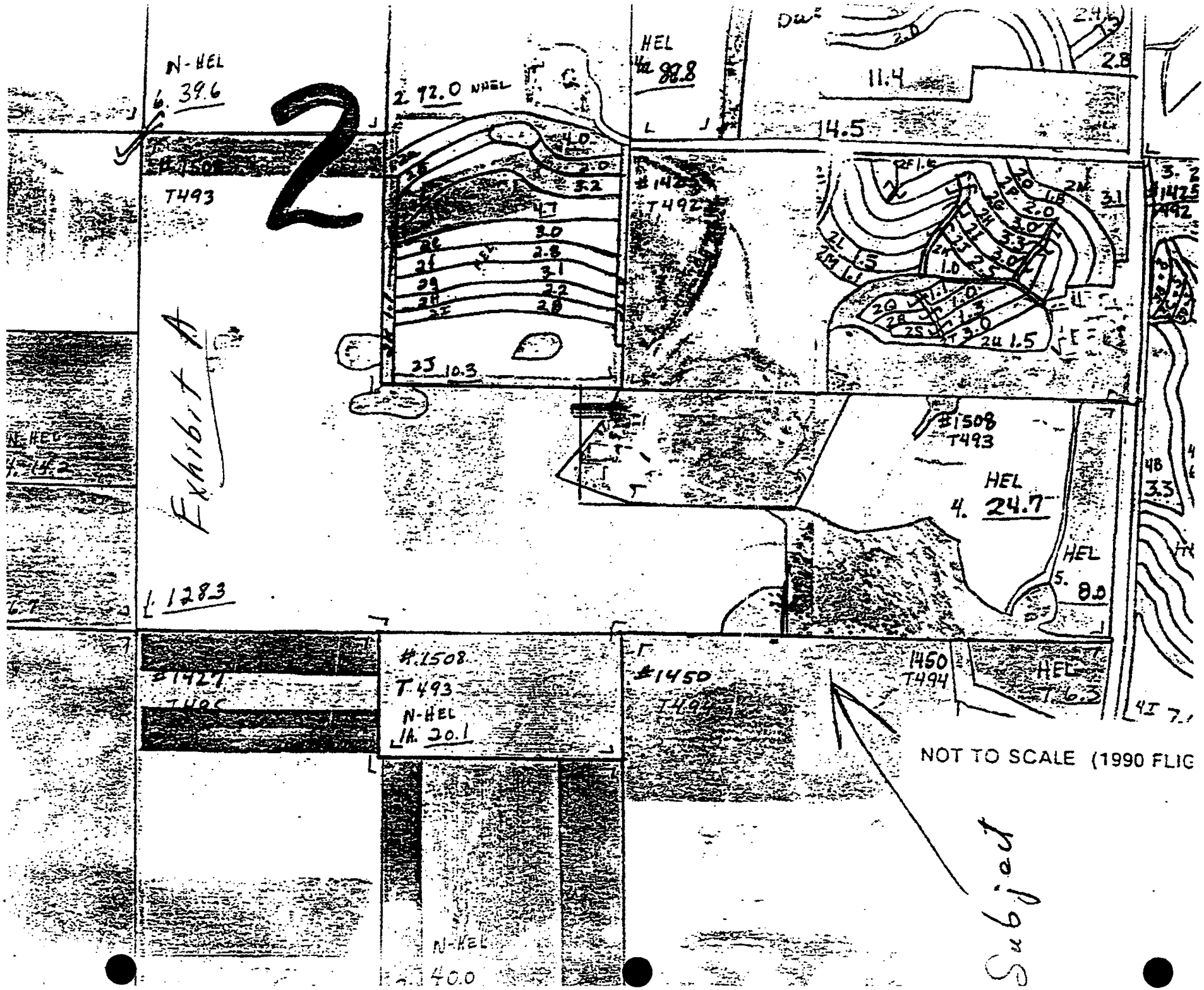

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Exhibit A
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Exhibit B

ITEMS INCLUDED IN THE SALE

IN HOUSE: Built-in range top, built-in oven and hood & vent fan
Microwave
Dishwasher
Ceiling fan
Water softner
3 smoke alarms
Garage door opener & remote

OUTSIDE: All automatic livestock waterers
2 bulk feed bins and feeding system, all gates and pen dividers associated with the hog confinement building
2 silo unloader
All fans and ventilation equipment installed in buildings

NOTE: All personal property is being included in "AS IS" condition with no warranties.

ADDENDUM TO REAL ESTATE SALES AGREEMENT

1. This offer is subject to receiving a financial commitment from a lender of Buyer's choice within thirty (30) days after acceptance of this offer by the Sellers.

2. The plat of survey, at Seller's expense, shall include a thirty-three (33) foot roadway easement for ingress and egress to the Seller's remaining land. Sellers and Buyers shall mutually agree on the exact location of the roadway easement. Maintenance and repair of the roadway easement and encroachments such as trees shall be the sole responsibility of the Buyers, except that the Sellers shall furnish fifteen (15) tons of rock for the roadway each year.

3. Buyers acknowledge that all growing crops are excluded and that Sellers are allowed to harvest the crops this fall in a reasonable fashion.

4. Buyers shall be responsible for all fencing for the property being purchased and agree to maintain all fencelines free of all brush and tree limbs extending beyond the fencelines into the Seller's remaining land.

5. Sellers agree not to spray chemicals within 20 feet of the west and southwest boundaries.