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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 6th day
of April AD 2015
Carla K. Becker Auditor
By D. Hildebrand Deputy

RESIDENTIAL
REAL ESTATE CONTRACT-INSTALLMENTS
THE IOWA STATE BAR ASSOCIATION
Official Form No. 142
Recorder's Cover Sheet

Preparer Information:
Kenneth L. Moss,
137 First Avenue East, PO Box 363, Dyersville, IA 52040,
Phone: (563) 875-2733

Taxpayer Information:
Matthew Mineart, 2733 190th Street, Earlville, IA 52041

Return Document To:
Kenneth L. Moss, 137 First Avenue East, PO Box 363, Dyersville, IA 52040

Grantors:
Velma Hunt
Roger D. Hunt
Kimberly Hunt
Sandra L. Mihm
Mark Mihm
Marlowe L. Hunt
Dorothy Hunt

Grantees:
Matthew Mineart
Jennifer Mineart

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

Kenneth L. Moss ISBA # AT0005625

RESIDENTIAL PURCHASE AGREEMENT

TO: Velma Hunt, single, and Roger D. Hunt and Kimberly Hunt, husband and wife and Sandra L. Mihm and Mark Mihm, wife and husband and Marlowe L. Hunt and Dorothy Hunt, husband and wife (SELLERS)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Delaware County, Iowa, locally known as 604 E. 3rd Earlville, IA 52041 and legally described as:

LOTS THREE (3) and FOUR (4), BLOCK SEVEN (7), Earlville, formerly NOTTINGHAM, IOWA, according to PLAT recorded in Book 1 L.D., Page 346

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for residential purposes:

1. PURCHASE PRICE. The Purchase Price shall be $ 105,000.00 and the method of payment shall be as follows:

$2,000.00 down with acceptance of this offer and held in Trust by Kenneth L. Moss as earnest money to be delivered to Sellers at closing, and balance of $103,000 to be paid as follows:

$617.54 including interest on May 1, 2015, and $617.54 including interest on the 1st day of each month thereafter until April 1, 2016, when all sums are due hereunder. Interest shall be accrued on all unpaid balances at a rate of six percent (6%) per annum from and after the date of possession. All payments shall be applied first to the interest and next upon the balance of the principal. Sellers agree that all payments shall be made payable to Roger Hunt and acceptance by Roger Hunt shall be considered receipt of said payment by all Sellers.

2. REAL ESTATE TAXES.

A. SELLERS shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. SELLERS shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given.

BUYERS shall be given a credit for such proration at closing (unless this agreement is for an installment contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of possession.

C. BUYERS shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS.

A. Sellers shall pay in full all special assessments which are a lien on the Property as of the date of acceptance _____.

B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

D. BUYERS shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS on or before April 1, 2015, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after approval of title by buyers' attorney and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 24 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the delivery of the title transfer documents to BUYERS and receipt of all funds then due at closing from BUYERS under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas (including satellite dishes), air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service

cables, attached mirrors, fencing, gates, attached shelving, bushes, trees, shrubs and plants. Also included shall be the following:

All contents presently in the home except as stated below

The following items shall not be included:

Bed and 2 dressers

7. CONDITION OF PROPERTY.

A. The property as of the date of this Agreement including buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted.

B. ~~Within _____ days after the acceptance of this Agreement BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within this same period, the BUYERS may notify in writing the SELLERS of any deficiency. The SELLERS shall immediately notify the BUYERS in writing of what steps, if any, the SELLERS will take to correct any deficiencies before closing. The BUYERS shall than immediately in writing notify the SELLERS that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to BUYERS.~~

C. If "B" is deleted, BUYERS acknowledge that they have made a satisfactory inspection of the Property and are purchasing the Property in its existing condition.

8. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it to BUYERS' attorney for examination. It shall show merchantable title in SELLERS in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees.

9. SURVEY. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLERS shall pay the cost thereof.

10. ENVIRONMENTAL MATTERS. SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the

Property with hazardous wastes or substances. SELLERS warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here.

11. DEED. Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of the death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.

13. JOINDER BY SELLER'S SPOUSE. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.

14. STATEMENT AS TO LIENS. If BUYERS intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. REMEDIES OF THE PARTIES. A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

17. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

18. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

19. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

20. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before the ~~1st~~ 30 day of March, 2015, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS.

RH TH

Accepted March 30, 2015 Dated 3/4/15

Velma Hunt by Roger Hunt, Attorney in fact
(SELLER)

Matthew Mineart (BUYER)
Address: 2733 190th Street
Earlville, IA 52041

Roger D. Hunt (SELLER)
Address: 2929 210th Street
Earlville, IA 52041
Telephone: (563) 920-1968

Jennifer Mineart (BUYER)
Address: 2733 190th Street
Earlville, IA 52041

Kimberly Hunt (SELLER)
Address: 2929 210th Street
Earlville, IA 52041
Telephone: (563) 920-1968

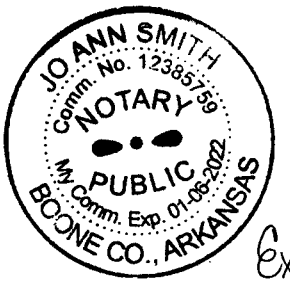
Sandra L. Mihm (SELLER)
Address: 11033 Evening Shade Lane
Harrison, Arkansas 72601

Mark. Mihm (SELLER)
Address: 11033 Evening Shade Lane
Harrison, Arkansas 72601

Attorney: Kenneth L. Moss

STATE OF ARKANSAS, COUNTY OF BOONE

This record was acknowledged before me this 10th day of March, 2015, by Sandra L. Mihm and Mark Mihm, husband and wife.



Signature of Notary Public

Exp 01-06-2022

Attorney: Kenneth L. Moss

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me this 30th day of March, 2015, by Roger D. Hunt and Kimberly Hunt, husband and wife.

GLORIA NELSON
Commission Number 786200
My Comm. Exp. 9-22-17

Signature of Notary Public

STATE OF ARKANSAS, COUNTY OF BOONE

This record was acknowledged before me this _____ day of _____, 2015, by Sandra L. Mihm and Mark Mihm, husband and wife.

Signature of Notary Public

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me this 4th day of March, 2015, by Matthew Mineart and Jennifer Mineart, husband and wife.

JANET M. SCHERBRING
COMMISSION # 184062
MY COMMISSION EXPIRES
4/10/17

Signature of Notary Public

x Marlowe L Hunt

Marlowe L. Hunt (SELLER)
Address: 230 - 4th Avenue North,
Three Hills, Alberta Canada TOM 2AO

Dorothy Hunt

Dorothy Hunt (SELLER)
Address: 230 - 4th Avenue North,
Three Hills, Alberta Canada TOM 2AO

AFFIDAVIT OF EXECUTION

CANADA

PROVINCE OF ALBERTA

TO WIT:

I, NORMAN L. TAINSH, Q.C. of the Town of Three Hills, in the Province of Alberta, LAWYER

MAKE OATH AND SAY:

1. THAT I was personally present and did see MARLOWE L. HUNT and DOROTHY HUNT named in the annexed Instrument who are personally known to me to be the persons named therein, duly sign and execute the same for the purpose named therein.

2. THAT the same was executed at the Town of Three Hills, in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said parties and each are in my belief the full age of eighteen years.

SWORN BEFORE ME at the Town of Three Hills, in the Province of Alberta this 24th day March, A.D. 2015

STACIE DEA TRENTHAM NOTARY PUBLIC PROVINCE OF ALBERTA

Stacie Trentham

A Commissioner for Oaths/Notary Public in and for the Province of Alberta

STACIE DEA TRENTHAM
Notary Public
Expires December 31, 2016

NORMAN L. TAINSH, Q.C.

Attorney: Kenneth L. Moss

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me this 30th day of March, 2015, by Roger D. Hunt as Attorney in Fact for Velma Hunt.

GLORIA NELSON
Commission Number 786200
My Comm. Exp. 9-22-17

Signature of Notary Public