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DELAWARE COUNTY IOWA

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Farley IA 52046

REAL ESTATE CONTRACT INSTALLMENTS

THE IOWA STATE BAR ASSOCIATION
Official Form No. 142
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Jennifer A. Clemens-Conlon, 2080 Southpark Court, Dubuque, IA 52003, Phone: (563) 582-2926

Taxpayer Information: (Name and complete address)
Brandon James Simon, 8695 Farley Road, Farley, IA 52046

Return Document To: (Name and complete address)
Brandon James Simon, 8695 Farley Road, Farley, IA 52046

Grantors:
James L. Freeze
Diane L. Freeze

Grantees:
Brandon James Simon

Legal description: See Page 2

Document or instrument number of previously recorded documents:

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REAL ESTATE CONTRACT INSTALLMENTS

IT IS AGREED on June 13, 2017, by and between James L. Freeze and Diane L. Freeze, husband and wife,
of the County Delaware State of Iowa, Sellers; and Brandon James Simon
of the 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 real estate situated in the County of Delaware, State of Iowa, to-wit:

Parcel Nos: 370140002500 and 410139902000. Please see the attached Addendum for the legal description and additional provisions.

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked Exhibit A" all upon the terms and conditions following:

1. TOTAL PURCHASE PRICE. The Buyers agree to pay for said property the total of $1,265,000.00 due and payable at Delaware, _____ County, Iowa, as follows:
   a) DOWN PAYMENT of $85,000.00 RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED: and
   b) BALANCE OF PURCHASE PRICE. $1,180,000.00 as follows: Please see the attached Addendum for payment terms.

2. POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on June 13, 2017; and thereafter so long as they shall perform the obligation of this contract. If Buyers are taking subject to the rights of lessees and are entitled to rentals therefrom on and after date of possession. so indicate by 'yes' in the space following: NO.

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3. TAXES. Sellers shall pay:
real estate taxes prorated to the date of closing,

and 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.** (Decide, for yourself, if that formula is fair if Buyers are purchasing a lot with newly built improvements).

4. SPECIAL ASSESSMENTS. Sellers shall pay the special assessments against this property:
   a) ~~Which, if not paid, in the year _____, would become delinquent and all assessments payable prior thereto.~~
   b) Which are a lien thereon as of June 13, 2017. (Date)
   c) Including all sewage disposal assessments for overage charge heretofore assessed by any municipality having jurisdiction as of date of possession. Buyers, except as above stated, shall pay all subsequent special assessments and charges, before they become delinquent.
5. MORTGAGE. Any mortgage 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. MORTGAGE BY SELLERS. Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage 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 mortgage and agree to execute and deliver all necessary papers to aid Sellers in securing such a mortgage which shall be prior and paramount to any of Buyers' then rights in said property. DEED FOR BUYERS SUBJECT TO MORTGAGE. If Buyers have reduced the balance of this contract to the amount of any existing mortgage balance on said premises, they may at their option, assume and agree to pay said mortgage according to its terms, and subject to such mortgage shall receive a deed to said premises or Sellers, at their option, any time before Buyers have made such a mortgage commitment, may reduce or pay off such mortgage. ALLOCATED PAYMENTS. Buyers, in the event of acquiring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said premises, reserve the right, if reasonably necessary for their protection to divide or allocate the payments to the interested parties as their interests may appear. SELLERS AS TRUSTEES. Sellers agree that they will collect no money hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the encumbrance on the interest of Sellers or their assigns in said real estate and if Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyers for the use and benefit of the Buyers.

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 said premises and any 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 improvements 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 buildings and other improvements 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 premises without the written consent of the Sellers. Buyers shall not use or permit said premises to be used for any illegal purpose.
8. LIENS. No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.
9. ADVANCEMENT BY SELLERS. If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Sellers may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, 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. (For Buyers' rights to make advancements, see paragraph 5 above.)
10. JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE. If and only if, the Sellers immediately preceding this sale, hold the title to the above described property in joint tenancy, and such joint tenancy 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 continuing and/or recaptured rights of Sellers in said real estate, 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 tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller (or Sellers) and to accept deed 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 Deed made pursuant to this contract (See paragraph 14) shall be without reservation or qualification EXCEPT: (a) Zoning

ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) As limited by paragraphs 1, 2, 3 and 4 of this contract; (e) Sellers shall give Special Warranty as to the period after equitable title passes to Buyers; (f) Spouse if not titleholder, need not join in any warranties of the deed unless otherwise stipulated:

g) _____
(Mineral reservations of record?)

h) _____
(Liens?) (Easements not recorded?) (Interests of other parties?) (Lessees?)

14. DEED AND ABSTRACT, BILL OF SALE. 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 Special Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract and Sellers will at this time deliver to Buyers an abstract showing merchantable title, in conformity with this contract. Such abstract shall begin with the government patent (unless pursuant to the Iowa State Bar Association title standards there is a lesser requirement as to period of abstracting) to said premises and shall show title thereto in Sellers as of the date of this contract; or as of such earlier date if and as designated in the next sentence. This contract supersedes the previous written offer of Buyers to buy the above described property which was accepted by Sellers on May 1, 2017 . Sellers shall also pay the cost of any abstracting due to any act or change in the personal affairs of Sellers resulting in a change of title by operation of law or otherwise. If any personal property is a part of this agreement, then upon due performance by Buyers, Sellers shall execute and deliver a Bill of Sale consistent with the terms of this contract. Sellers shall pay all taxes on any such personal property payable in 2017 , and all taxes thereon payable prior thereto.
15. APPROVAL OF ABSTRACT. Buyers have not examined* the abstract of title to this property and such abstract is not accepted. * all of
16. FORFEITURE. 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 special assessments 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 forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture 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 forfeiture, if the Buyers. or any other person or persons shall be in possession of said real estate 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.
17. FORECLOSURE AND REDEMPTION. 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 Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest at all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure end upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings: all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successor in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

18. 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 reasonable attorneys' fees.
19. INTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they became delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.
20. ASSIGNMENT. In case of the assignment of this contract by either of the parties, prompt notice shall be given to the other parties, 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.
21. PERSONAL PROPERTY. If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such personal property shall be considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereof against all such personal property.
22. 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."
23. RELEASE OF RIGHTS. Each of the Seller 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.
24. LEAD-BASED PAINT NOTICE. If applicable, see attached Disclosure of Information on Lead-Based and/or Lead-Based Paint Hazards.

25. 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.
26. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.
    a) 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.
    b) ~~The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~
    c) ~~Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that~~

    _____

    _____

27. SPECIAL PROVISIONS.
    Please see the attached Addendum.

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: 6-13-17

Brandon James Simon BUYERS

Dated: 6-13-17

BUYERS

Executed in duplicate or triplicate

James L. Freeze SELLERS

Brandon James Simon BUYERS

Diane L. Freeze

2936 State Highway 38
Hopkinton, IA 52237
SELLERS' ADDRESS

BUYERS' ADDRESS

STATE OF IOWA, COUNTY OF Dubuque
This record was acknowledged before me on 6-13-17, by James L. Freeze and Diane L. Freeze, husband and wife.

TODD J. LOCHER COMMISSION NO. 176419 MY COMMISSION EXP. Oct 12, 2018 IOWA NOTARIAL SEAL

Signature of Notary Public

STATE OF IOWA, COUNTY OF Dubuque
This record was acknowledged before me on 6-13-17, by Brandon James Simon.

TODD J. LOCHER COMMISSION NO. 176419 MY COMMISSION EXP. Oct 12, 2018 IOWA NOTARIAL SEAL

Signature of Notary Public

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ADDENDUM TO REAL ESTATE CONTRACT - INSTALLMENTS

The parties agree that:

1. **Legal Description.** This contract is for sale and purchase of Parcel Nos. 370140002500 and 410139902000. The legal description for these parcels, according to Delaware County Abstract Company, is provided below. The railroad property included in the real estate description provided below was not included in the abstract for the property and a separate abstract for the property has been ordered. A portion of the real estate subject to this Real Estate Contract-Installments, located in the NW corner of the parcel numbers identified herein, was not included in the abstract for the real estate, and the abstract has been returned to the abstract company for such portion of the above parcel numbers to be added at Sellers' expense.

Further, buyers have enlisted the services of Dave Schneider, a professional land surveyor, to assist in identifying the correct legal description. Seller shall cooperate in signing any necessary contract amendments to correct the legal description of the subject property. Further, seller shall deliver merchantable abstract of title for all of the subject real estate and shall remove any liens or impediments to title at Sellers' expense within twelve (12) months from the date that the additional abstracting is completed. In the event Contract Sellers do not clear any title objections or impediments to title within twelve (12) months from the date the additional abstracting is completed, Buyer shall then have authority to take such actions as Contract Buyer deems appropriate to obtain title ownership of the property depicted by the parcel numbers identified herein and shall further be entitled to a credit against Contract Buyer's purchase price under the Real Estate Contract-Installments in a sum equal to all of the costs incurred by the contact buyer for the purchase price, attorney's fees, abstracting fees, closing costs, recording fees, zoning fees, surveying costs or other expenses incidental to contact buyer obtaining title ownership of said parcels.

The legal description as currently known and to which this Real Estate Contract applies is as follows:

> The Northeast Quarter (NE ¼) of Northeast Quarter (NE ¼) of Section Fourteen (14) except that part described as commencing at the Southwest (SW) corner of said Northeast Quarter (NE ¼) of Northeast Quarter (NE ¼) and running thence East five hundred fifty eight (558.0) feet, thence Northwesterly (NWly) in a straight line to a point on the West line of said Northeast Quarter (NE ¼) of Northeast Quarter (NE ¼) which is five hundred thirty five (535.0) feet North of said Southwest (SW) corner, thence South to place of beginning, and that party of the Southeast Quarter (SE ¼) of Northeast Quarter (NE ¼) of Section Fourteen (14) described as commencing at the Northeast (NE) corner of said Southeast Quarter (SE ¼) of Northeast Quarter (NE ¼) and running thence West 13.42

chains to a stake on the West bank of the Maquoketa River, thence (Var. 51°20' East) South 44° East 19.75 chains to a stake on the West bank of said river and on the East line of said quarter quarter, thence North 14.06 chains to place of beginning, and the West one-half (W ½) of Northwest Quarter (NW ¼) of Section Thirteen (13) except railroad right of way, and all that part of the Southeast Quarter (SE ¼) of Northwest Quarter (NW ¼) and of Southwest Quarter (SW ¼) of Northeast Quarter (NE ¼) of Section Thirteen (13) described as beginning at a point 50 links South of the Northwest (NW) corner of said Southeast Quarter (SE ¼) of Northwest Quarter (NW ¼) and running thence East 28.30 chains on a line parallel with the North line of said Southeast Quarter (SE ¼) of Northwest Quarter (NW ¼) and Southwest Quarter (SW ¼) of Northeast Quarter (NE ¼), thence (Var.6°6') South 16° East 10.05 chains, thence South 41° East 5.10 chains, thence South 27° West 5.66 chains, thence North 64° West 10.73 chains, thence North 74° West 2.77 chains, thence North 82° West 3.82 chains, thence North 84° West 4.70 chains, thence North 72° West 2.55 chains, thence North 60° West 2.85 chains, thence North 47° West 4.48 chains, thence North 35° West 5.34 chains, thence North 2.47 chains to point of beginning, except railroad right of way, and all that part of the Southeast Quarter (SE ¼) of Northwest Quarter (NW ¼) of Section Thirteen (13) lying South of railroad right of way, and that part of the Southwest Quarter (SW ¼) of Northeast Quarter (NE ¼) of Section Thirteen (13) described as beginning at the center of said Section (Var. 6°12' East), and running thence East along the South line of said Southwest Quarter (SW ¼) of Northeast Quarter (NE ¼) 9.40 chains, thence North 32°50' East 59 links, thence in a Northwesterly (NWly) direction along the South line of right of way of Chicago, Milwaukee & St. Paul Railroad Company to a point 4.91½ chains North of place of beginning, thence South to place of beginning, all in Township Eighty Seven (87) North, Range Four (4), West of the Fifth (5th) P.M. except that part of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section Thirteen (13) described as commencing at the Northwest corner of said Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) and running thence East two hundred fifty seven and one-tenth (257.1) feet along the North line of said Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼), thence South thirty three (33) feet to the point of beginning, thence South 3° 22' East two hundred sixty two and one-tenth (262.1) feet, thence North 86° 38' East one hundred sixty six (166) feet, thence South 65° 43' 20" East sixty three and seven-tenths (63.7) feet, thence North 88° 59' 20" East

ninety nine and eight-tenths (99.8) feet, thence North 14° 44' West two hundred eight five and seven-tenths (285.7) feet along the West right-of-way line of Iowa Highway No. 38, thence West two hundred sixty six and three-tenths (266.3) feet to the point of beginning, and Also .95 acre of land described as commencing on the north line of the Northwest Quarter (NW1/4) of the Northeast (NE1/4) of Section 14, T87N, Range 4 West of the 5th p.m. 140 feet west of Northeast corner of said 40-acre tract, running thence east to the Northeast corner of said 40-acre tract, thence South 608 feet, thence Northeasterly in a straight line to place of beginning. The abandoned railroad right of way lying across the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4), the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4), the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) and that part of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4), lying outside of the incorporated city of Hopkinton, Iowa, all in Section Thirteen (13), Township Eighty Seven (87) North, Range Four (4), West of the Fifth P.M.

2. **Contract Payments.** Payments shall be made quarterly in the amount of $21,579.48, including principal and interest at the rate of 4.0%, amortized over a 20 year period, until all unpaid principal and interest is paid with a 10 year balloon payment, at which time Sellers shall deliver to Buyer a Special Warranty Deed in full and final consummation of the contract. Interest shall commence on the date of possession and the first quarterly payment shall be due September 13, 2017. The terms of the Real-Estate Contract shall be subject to the reasonable agreement of both parties. Payments shall be made every March 13th, June 13th, September 13th and December 13th. Contract Buyer shall make payments identified herein directly to Fidelity Bank & Trust and shall be credited for all payments made to Fidelity Bank & Trust against the purchase price described herein.

3. **Prepayment.** The purchaser may prepay without penalty.

4. **Real Estate Taxes.** Contract Sellers shall pay real estate taxes prorated through the date of closing as they become due. Contract Buyer shall pay any taxes not assumed by Contract Sellers and all subsequent taxes before same become delinquent. The party responsible for the payment of said taxes and the special assessments, if any, each year shall furnish to the other party evidence of payment of such items as payment is made.

5. **Contract Sellers' Costs.** Contract Seller shall pay certain legal costs associated with this transaction and certain abstracting costs associated with this transaction, including the first abstract continuation and preparation of the Special Warranty Deed, Groundwater Hazard Statement, Declaration of Value and Closing Statement. Seller shall further pay for the costs of closing. In addition, Contract Seller shall pay the transfer tax (to be collected and paid at the time

of filing Special Warranty Deed) and the filing fee for filing the Special Warranty Deed (to be collected at the time of filing).

6. **Contract Buyer's Costs.** Contract Buyer shall pay certain legal costs associated with this transaction, including the filing fee for filing the Real Estate Contract-Installments, any second and subsequent abstract continuations (if necessary) and Contract Buyer's Title Opinion when one is requested.

7. **Contingencies.** This Real Estate Contract-Installments is contingent upon the sale and settlement of property owned by Nathan J. Freeze and Courtney B. Freeze to Brandon James Simon of property described as Parcel Numbers: 370110001400; 410129901400; 410129901510, 410129901410 and 410129901540. In the event that the sale of property owned by Nathan J. Freeze and Courtney B. Freeze does not happen as set forth in the concurrently executed Real Estate Contract-Installments relating to said property, Buyer, at Buyer's sole discretion, may terminate this contract and all payments made herein shall be returned to Buyer.

This Real Estate Contract-Installments is further contingent upon Sellers, Nathan J. Freeze and Courtney B. Freeze, as referenced in a concurrently herewith executed Real Estate Contract-Installments, obtaining title ownership of that parcel of land described as Parcel Number 370110002400 and such being included in the sale of ownership of real estate as contemplated by the concurrently executed Real Estate Contract-Installments.

8. **Private Burial Site.** Sellers have disclosed to Buyer the existence of a private burial site. The area is currently reflected by a 4.8 foot fenced in area.

9. **No Realtors.** Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and hold harmless the other party from and against all claims, costs, liabilities and expenses (including Court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation which shall survive closing.

10. **Drafting.** For all purposes this Agreement shall be deemed drafted by both parties even though one of the parties may have initially drafted the Agreement and submitted it to the other for review. No provision in this Agreement shall be interpreted for or against a particular party due to the fact that the party drafted the provision.

11. **Assignment.** This agreement may be assigned by Contract Buyer at Contract Buyer's sole discretion in advance of closing.

12. **Counterparts.** This Agreement may be executed simultaneously with any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same Agreement.

Dated: June 13, 2017.

CONTRACT SELLERS:

James L. Freeze

Diane L. Freeze

CONTRACT BUYER:

Brandon James Simon

S:\WP\Client\REAL ESTATE INDEX\2017\Freeze, James L. and Diane L. to Simon, Brandon - Unknown Address\Addendum to RE Contract 3 - dal.docx

13. WATER:

Sellers will, within 2 weeks of closing, obtain an additional H_2O sample from the well pit and submit such for testing. SAID Results shall show the water to be suitable for human consumption AND, if not, sellers shall, within a reasonable time, take such action as is necessary to cause the water to test suitable for human consumption.

James Freeze

Diane Freeze