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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

REAL ESTATE CONTRACT - INSTALLMENTS and BUSINESS ASSETS PURCHASE AGREEMENT

THE IOWA STATE BAR ASSOCIATION
Official Form No. 141
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Daniel H. Swift, 108 N. Madison, PO Box 207, Manchester, IA 52057, Phone: (563) 927-4901

Taxpayer Information: (Name and complete address)
David/Kendy Reiss, 1492 Early Stagecoach Rd., Manchester, IA 52057

SWJ
Return Document To: (Name and complete address)
David/Kendy Reiss, 1492 Early Stagecoach Rd., Manchester, IA 52057

Grantors:
Davie D. Cole
Margaret L. Cole

Grantees:
Dave Reiss
Kendy Reiss

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 March 1, 2018, by and between David D. Cole and Margaret L. Cole, husband and wife, as tenants with full rights of survivorship and not as tenants in common of the County Delaware, State of Iowa, Sellers; and David Reiss and Kendy Reiss

of the County of Delaware, 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:

See 1 in Addendum

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 $250,000.00 due and payable at 1031 Gales Ave., Manchester, IA 52057, Delaware County, Iowa, as follows:
   a) DOWN PAYMENT of $50,000.00 RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED: and
   b) BALANCE OF PURCHASE PRICE. $200,000.00, as follows $2,121.31 ☒INCLUDING ☒PLUS 5% INTEREST ~~(or more at the option of the Buyers)~~ (and more as may be increased by the provisions of the last sentence of this paragraph) on or before April 1, 2018, and $2,121.31 ☒INCLUDING 5% ☐PLUS INTEREST ~~(or more at the option of the Buyers)~~ (and more as may be increased by the provisions of the last sentence of this paragraph) on or before the ____ day of each and every MONTH thereafter until all sums due under this contract are paid in full, ☒INCLUDING ☐PLUS interest on unpaid balances thereof at the rate of ____ % per annum, payable MONTHLY from date of possession until fully paid: said payments to be applied first to the interest then unpaid and next upon the balance of the principal. If indicated by 'Yes' in the space following, or upon subsequent request by Sellers, Buyers shall on the said dates for payment each MONTH, , in addition to the said MONTHLY payments, pay one-twelfth of the annual taxes, annual special assessments and annual insurance to Sellers, as a trust fund, in amounts reasonably calculated by Sellers, for the timely payment of such items by Sellers to the extent of such fund ____ (Yes or not now).
2. POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on March 1, 2018; and thereafter so long as they shall

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perform the obligations 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: _____ .

3. TAXES. Sellers shall pay: Proration of Real Estate Taxes to March 1, 2018

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 2017 , would become delinquent and all assessments payable prior thereto.
   b) ~~Which are a lien thereon as of _____.~~
   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 as 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, Seller 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 this 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 the 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 _____ 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 _____. 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 _____, 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.
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 for 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 of 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 and 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 attorney's 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 become 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 personality 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 hereto 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 Sellers 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 Paint and/or Lead-Based Paint Hazard.
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.
    See attached Exhibit "A".

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: Jan 18th 2018

Dave Reiss
Dave Reiss BUYERS

Dated: January 18th

Kendy Reiss
Kendy Reiss BUYERS

Executed in ~~duplicate~~ triplicate

DANIEL H. SWIFT
Commission Number 118682
My Comm. Exp. NOV. 01, 2020

ANTHONY J. MONAGHAN
Commission Number 800669
My Commission Expires
12/06/2019

Davie D. Cole 1-18-18
Davie D. Cole SELLERS

Dave Reiss
Dave Reiss BUYERS

Margaret L. Cole 1-17-18
Margaret L. Cole
1031 Gales ~~Ave.~~, Manchester, IA 52057
SELLERS' ADDRESS

Kendy Reiss
Kendy Reiss
1492 Early Stagecoach Rd.,
Manchester, IA 52057
BUYERS' ADDRESS

INDIVIDUAL NOTARY

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on 1/19/18, by David D. Cole and Margaret L. Cole.

Signature of Notary Public

DANIEL H. SWIFT
Commission Number 118682
My Comm. Exp. NOV. 01, 2020

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on January 18, 2018, by Dave Reiss and Kendy Riess.

Signature of Notary Public

ANTHONY J. MONAGHAN
Commission Number 800669
My Commission Expires
12/06/2019

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on _____, by _____.

Signature of Notary Public

Addendum

1. That part of Lot Two (2) in Ballard's Subdivision of Lots 1, M and N of the Iowa Land Company's Subdivision in the Town of Manchester, Iowa, described as commencing at a point of the North line of Main Street in the City of Manchester, Iowa, which point is sixty (60) feet West from the South-west corner of Lot Fifteen (15) in said Ballard's Subdivision and running thence North ninety (90) feet, thence West ninety (90) feet, thence South ninety (90) feet to the North line of Main Street, thence East ninety (90) feet along the North line of Main Street to the place of beginning, together with a perpetual easement to walk, run, ride, or drive with all kinds of vehicles, over, upon, along, or across the South fifty (50) feet of the premises lying between the premises above described and the said Lot 15 in Ballard's Subdivision.

EXHIBIT "A"

28. The Parties agree the $50,000.00 down payment under this Contract is non-refundable at the time of payment in the event Buyers elect not to proceed to closing. The down payment will be retained by the Sellers as their sole property, in the event the Buyers do not proceed to closing.

29. The purchase price of $250,000.00 is allocated as follows:

Land and Building	$ 100,000.00
Inventory	$ 10,000.00
Equipment	$ 20,000.00
Goodwill/Blue Sky	$ 120,000.00
Total	$ 250,000.00

Buyers and Sellers agree $50,000.00 down payment is being applied to the payment of inventory and business equipment. Seller shall deliver to Buyers at time of closing, a Bill of Sale for all business equipment and inventory which is being paid for with the down payment.

30. Sellers and Buyers hereby agree, that Sellers sells, transfers and assigns to business property, inventory, and Real Estate in "as is" condition. All implied warranties of merchantability and fitness for any particular purpose in regard to said business equipment, inventory, and Real Estate are hereby excluded. There are no warranties of fitness which extend beyond to the description on the face hereof.

31. Buyers acknowledge that the Real Estate being purchased herein is in the flood way/flood plain as determined by the City of Manchester and FEMA.

32. Buyers agree to construct a Hesko Flood Barrier around said property in the event of predicted flooding of the property by the Maquoketa River and or its tributaries, to protect the Real Estate from flooding. This shall be at Buyers sole expense. The purpose of the Hesko Flood Barrier is to protect the property from flood damage to the benefit of both Sellers and Buyers. Buyer shall have this obligation until all sums due under the Real Estate Contract are paid in full. This is a stand-alone provision which is capable of being sued upon by Buyers, if Sellers fail to comply with this provision of the Contract. In the event of suit, Sellers shall be obligated to Sellers all damages associated with Buyers failure to construct a Hesko Flood Barrier to prevent flooding of the Real Estate. Buyer shall also be responsible to all other damages, consequential and incidental, sustained by Sellers and, in addition thereto, Buyers shall be responsible for all Sellers Attorney fees, costs of litigation, Court costs, and expenses associated with any legal action. Buyers and Sellers consent that the Iowa District Court in and for Delaware County, Iowa is the proper venue in the event of a suit involving this provision of the Contract. Any

construction of a Hesko Flood Barrier shall be to specification of all applicable Federal Agencies, State Agencies, and the City of Manchester, Iowa, to protect the Real Estate from imminent flooding.

33. Buyers and Sellers agree that no prepayment of this Contract can be made by Buyers without the expressed written consent of Sellers, at Sellers sole option.

34. Buyers and Sellers agree that Inventory on this transaction will take place on February 28, 2017, with Buyers and Sellers present. Buyers and Sellers have estimated the inventory allocation figure will be adjusted upward if the inventory is in excess of $10,000.00 as a result of the actual inventory and the Goodwill allocation in paragraph 29 will be adjusted downward by a corresponding amount. The inventory allocation figure will be adjusted downward if the inventory is less than $10,000.00 as a result of the actual inventory and the Goodwill allocation will be adjusted upward by a corresponding amount.

35. Sellers hold title to this Real Estate as Joint Tenants with full rights of survivorship. Sellers shall continue to hold title to said Real Estate as Joint Tenants with full rights of survivorship, and not as tenants in common, throughout the life and term of this Real Estate Contract-Instalments and Business Assets Purchase Agreement.

36. Sellers agree to maintain on the Real Estate which is the subject of this Agreement, Flood Insurance, in not less than the amount owed under this Contract from Buyers to Sellers. This Insurance shall be constantly be kept in force against loss by flooding as Sellers may require on all buildings and improvements, now on or hereafter placed on the premises which is 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 not less than the unpaid purchase price herein whichever amount is smaller with such insurance payable to Sellers and Buyers as their interest may appear. Seller's interest shall be protected in accordance with a standard or union-type loss payable rider. BUYER SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLERS for the further security for payment of the sums mentioned herein. In the event of such loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair the loss if the proceeds be adequate and, 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.

DATED THIS _____ DAY OF _____, 201___

By: David D Cole 1-17-18
David D. Cole

X By: Margaret A. Cole 1-17-18

Margaret L. Cole

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This record was acknowledged before me in 17 of Jan, 2018 by David D. Cole and Margaret L. Cole, husband and wife.

DANIEL H. SWIFT
Commission Number 118682
My Comm. Exp. NOV. 01, 2020

Notary Public in and for the State of Iowa

DATED THIS 18 DAY OF January, 2018

By: Dave Reiss
Dave Reiss

By: Kendy Reiss
Kendy Reiss

STATE OF IOWA, COUNTY OF DELAWARE, ss:

This record was acknowledged before me in 18 of January, 2018 by Dave Reiss and Kendy Reiss, husband and wife.

Notary Public in and for the State of Iowa

ANTHONY J. MONAGHAN
Commission Number 800669
My Commission Expires
12/06/2019