Recorded: 4/18/2025 at 8:18:27.0 AM
County Recording Fee: $67.00
Iowa E-Filing Fee: $4.25
Combined Fee: $71.25
Revenue Tax: $0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 969

Prepared by: Travis J. Schroeder, Simmons Perrine Moyer Bergman PLC
and return to: 115 Third Street SE - Suite 1200, Cedar Rapids, Iowa 52401 (319) 366-7641

SPACE ABOVE THIS LINE FOR RECORDER

Address Tax Statements: Blake Funke: 5023 Kara Dr, Cedar Falls, Iowa 50613

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

REAL ESTATE CONTRACT – INSTALLMENTS

IT IS AGREED this 14th day of April, 2025, by and between **RICKIE L. FUNKE** and **MARY M. FUNKE, AS CO-TRUSTEES OF THE RICKIE L. FUNKE AND MARY M. FUNKE JOINT REVOCABLE TRUST DATED NOVEMBER 13, 2024,** as it may be amended from time to time, ("*Seller*") and **BLAKE FUNKE**, a married person ("Buyer"):

That Seller, as in this contract provided, agrees to sell to Buyer, and Buyer in consideration of the premises, hereby agrees with Seller to purchase the following described real estate situated in Delaware County, Iowa, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference,

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

1. TOTAL PURCHASE PRICE. Buyer agrees to pay Seller for said Real Estate the total of **$1,050,000.00** due and payable at 1256 220th Ave, Greeley, IA 52050, as follows:

A. Cash Down Payment. Buyer shall make a cash down payment at Closing in the amount of **$50,000.00**.

B. Balance of Purchase Price Paid in Installments. The remainder of the Purchase Price (*i.e.*, **$1,000,000**), with adjustments for closing costs to be added to or deducted from this amount, shall be paid by Buyer to Seller in 29 equal annual installments of principal and interest in the amount of **$63,133.22** due on or before the 1st day of March of each year beginning on March 1, 2026 and

ending on March 1, 2054. In any event, all outstanding principal and accrued and unpaid interest shall be due and payable no later than March 1, 2054. From and after the Closing, interest shall accrue on the unpaid portion of the principal balance of this contract at a rate equal to **4.6%** per annum. All payments shall be applied first to accrued interest and then to principal. Prior to the death of the survivor of **Rickie L. Funke** and **Mary M. Funke**, Buyer shall be entitled to prepay all or any portion of the outstanding principal balance of this contract only with the prior written consent of **Rickie L. Funke** and **Mary M. Funke** (or the survivor of the two of them). Following the death of the survivor of **Rickie L. Funke** and **Mary M. Funke**, Buyer shall be entitled to prepay any portion of the outstanding principal balance of this contract without notice/consent, premium, or penalty for the privilege of such prepayment. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent installments or change the amount of such installments, unless Seller (or Seller's assigns) shall otherwise agree in writing. In other words, even if a prepayment is made, the obligation to pay the full installment payment on or before March 1 of each year shall remain in effect.

C. Closing. Closing shall occur on April 14th, 2025.

2. POSSESSION. Buyer, concurrently with due performance on Buyer's part, shall be entitled to possession of the Real Estate at Closing, and thereafter so long as Buyer shall perform the obligation of this contract. Buyer shall be entitled to any and all rent payments from the Real Estate for the 2025 lease year not received by Seller prior to Closing. Buyer shall also be entitled to any and all rent payments from the Real Estate for any subsequent lease years.

3. TAXES. Seller shall pay the first installment of the fiscal year 2023 real estate taxes (due September 2024) and any unpaid taxes payable in prior years. Buyer shall pay the second installment of the fiscal year 2023 real estate taxes (due March 2025) 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, upon request by the other party, furnish to the other party evidence of payment of such items not later than July 15 of each year.

4. SPECIAL ASSESSMENTS. Seller shall pay all special assessments against the Real Estate:

A. Which are a lien thereon as of the date of the mutual execution of this contract.

B. Including charges heretofore assessed by any municipality having jurisdiction as of the date of possession.

Buyer shall pay all subsequent special assessments and charges, before they become delinquent. Buyer shall not allow any liens or judgments of any kind to attach to the Real Estate. Such action(s) will constitute a default of this entire contract.

5. MORTGAGE. Any mortgage or encumbrance of a similar nature against the Real Estate shall be timely paid by Seller so as not to prejudice Buyer's equity in the Real Estate. Should Seller fail to pay, Buyer may pay any such sums in default and shall receive credit on this contract for such sums so paid. MORTGAGE BY SELLER. Seller, Seller's successors in interest, or Seller's 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 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. Buyer hereby expressly consents to such a mortgage and agrees to execute and deliver all necessary papers to aid Seller in securing such a mortgage, which shall be prior and paramount to any of Buyer's then rights in the Real Estate.

6. INSURANCE. Buyer, as and from said date of possession, shall constantly keep in force

insurance, premiums therefor to be prepaid by Buyer (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Seller may reasonably require on all buildings and improvements, now on or hereafter placed on the Real Estate and any personal property which may be the subject of this contract, in companies to be reasonably approved by Seller 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 Seller and Buyer as their interests may appear. Seller's interest shall be protected in accordance with a standard or union-type loss payable clause. Upon Seller's request, BUYER SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLER 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 Seller 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. Buyer shall take good care of the Real Estate; shall keep the buildings and other improvements, if any, now or hereafter placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the same during the life of this Contract. Buyer shall not make any material alteration in the Real Estate without the written consent of Seller. Buyer shall not use or permit the Real Estate to be used for any illegal purpose.

8. LIENS. No mechanics' lien shall be imposed upon or foreclosed against the Real Estate.

9. ADVANCEMENT BY SELLER. If Buyer fails to pay such real estate 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 Seller, be added to the principal amount due hereunder and so secured.

10. TIME IS OF THE ESSENCE. Time is of the essence in this contract. Failure to promptly assert rights of Seller herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

11. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any Deed made pursuant to this contract (See Paragraph 12) 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) Seller shall give Special Warranty as to the period after equitable title passes to Buyer; (f) spouse, if not titleholder, need not join in any warranties of the deed unless otherwise stipulated.

12. DEED AND ABSTRACT, BILL OF SALE. If all said sums of money and interest are paid to Seller during the life of this contract, and all other agreements for performance by Buyer have been complied with, Seller will execute and deliver to Buyer a Warranty Deed conveying the Real Estate in fee simple pursuant to and in conformity with this contract and Seller will at this time deliver to Buyer an abstract showing merchantable title, in conformity with this contract.

13. ABSTRACT AND TITLE. Buyer has not examined the abstracts of title to the Real Estate and such abstract is not accepted. As soon as possible after mutual execution of this contract, Seller will deliver to Buyer an abstract showing merchantable title in Seller, in conformity with this contract, Iowa law and the land title standards of the Iowa State Bar Association. Seller shall also pay the cost of any abstracting due to any act or change in the personal affairs of Seller resulting in a change of title

by operation of law or otherwise. Upon Buyer's examination of the abstract, Seller agrees to cooperate in good faith with Buyer to cure title defects, if any, revealed by such examination. The abstract shall become the property of Buyer when the Purchase Price is paid in full under this contract.

14. FORFEITURE. If Buyer (a) fails to make the payments aforesaid, or any part thereof, as same become due; or (b) fails to pay the taxes or special assessments or charges, or any part thereof, levied upon the Real Estate, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fails to keep the Real Estate insured; or (d) fails to keep it in reasonable repair as herein required; or (e) fails to perform any of the agreements as herein made or required; then Seller, in addition to any and all other legal and equitable remedies which she may have, at Seller's option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyer 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 Seller as compensation for the use of the Real Estate, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyer, 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.

15. FORECLOSURE AND REDEMPTION. If Buyer fail to timely perform this contract, Seller, at Seller's option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654 of the Iowa Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the Real Estate 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 Buyer 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 Real Estate 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 Seller, in such action files an election to waive any deficiency judgment against Buyer 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 Buyer, 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) Seller in such action files an election to waive any deficiency judgment against Buyer or Buyer's successor in interest in such action. If the redemption period is so reduced, Buyer or Buyer's 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 Buyer shall be a presumption that the Real Estate 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.

16. INTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at the rate of 7% 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.

17. RELEASE OF RIGHTS. Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the Real Estate and waives all rights of exemption as to any of the Real Estate.

18. LEAD-BASED PAINT NOTICE. If applicable, see attached Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard.

19. CERTIFICATION. Each party hereto certifies that he/she is 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 is 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.

20. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller and Buyer agree that the Real Estate is not served by a private sewage disposal system.

21. NOTICE. Notices required, permitted, or otherwise given under this contract shall be in writing and shall be deemed effective if given to the individuals named below. Notice shall be deemed given upon receipt of personal service, or upon mailing by first class mail, certified with restricted delivery, return receipt requested, to the address provided below:

To Buyer:	To Seller:
Blake Funke	Rickie L. Funke and Mary M. Funke Revocable Trust
5023 Kara Dr	1256 220th Ave
Cedar Falls, IA 50613	Greeley, IA 52050

22. GENERAL PROVISIONS. The following general provisions govern this contract:

A. No Waivers. The waiver by either party hereto of any condition or the breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant, or condition herein contained.

B. 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.

C. Governing Law. This contract is made and executed under and in all respects to be governed and construed by the laws of the State of Iowa.

D. Invalidity. If for any reason any term or provision of this contract shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this contract and the balance of this contract shall remain in full force and effect and shall be binding upon the parties hereto.

E. Complete Agreement. All understandings and agreements heretofore existing

between the parties are merged into this contract that alone fully and completely expresses their agreement. This contract may be changed only in writing signed by all of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto.

F. 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 Seller, or in any other case permitted by law in which attorney's fees may be collected from Buyer, or imposed upon them, or upon the above described Real Estate, Buyer agrees to pay Seller's reasonable attorney's fees.

G. Assignment. In case of the assignment of this contract by either of the parties, if permitted by the terms of this contract, prompt notice shall be given to the other party, 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.

H. 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 Buyer's rights in said Real Estate shall concurrently operate as the forfeiture or foreclosure hereto against all such personal property.

I. Counterparts. This contract may be executed in a number of identical counterparts, which taken together, shall cause it to be collectively one agreement. In making proof of this contract, it shall not be necessary to produce or account for more than one such counterpart with each party's signature. An electronically-transmitted copy of an executed counterpart this contract shall be deemed an original.

J. No Presumption Against Drafter. This contract has been freely negotiated by both parties. In any controversy, dispute, or contrast over the meaning, interpretation, validity, or enforceability of this contract or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this contract or any portion thereof.

23. SPECIAL PROVISIONS.

A. Death of Rickie and/or Mary. Should **Rickie L. Funke** and/or **Mary M. Funke** die prior to the expiration and full satisfaction of this contract, Seller anticipates that **Rickie L. Funke's** interest or **Mary M. Funke's** interest (as appropriate) in this contract will pass pursuant to his or her (as appropriate) estate planning documents, and those beneficiaries receiving an interest in this contract shall step into the shoes of "Seller" for all purposes of this contract. The estate/trust estate of **Rickie L. Funke** or **Mary M. Funke** (as appropriate) and those beneficiaries receiving an interest in this contract shall be bound by the terms of this contract. The death or either **Rickie L. Funke** or **Mary M. Funke** shall not accelerate the payment of any balance still due under this contract at the time of such death.

Any portion of the Seller's interest in this contract that is assigned to Buyer pursuant to the estate planning documents of **Rickie L. Funke** and/or **Mary M. Funke** will terminate upon assignment, as Buyer will become both the vendee and vendor with respect to that portion. A separate amortization schedule will be created for each portion, if any, of the Seller's interest in this contract that is assigned to other beneficiaries pursuant to the estate planning documents of **Rickie L. Funke** and/or **Mary M. Funke**, and the payment terms of this contract will apply to each such assigned portion as if each such assigned portion was a separate and distinct installment contract (i.e., each portion will have a separate amortization schedule calling for required annual payments of principal and interest based on the principal balance of such portion, and Buyer shall have the right, in Buyer's sole and uncontrolled discretion, to prepay the amount owed to one assignee without having to prepay proportionately on all assigned portions of this contract). Upon payment in full of the portion of the purchase price attributable to any individual assignee's interest in this contract, Buyer shall have the

right to immediately receive a deed in partial satisfaction of this contract only as to said assignee's interest, accompanied by transfer tax as may be required for the portion of the total Purchase Price attributable to said respective interest.

B. Right of First Offer.

i. Permitted Transferees. The Real Estate can be freely sold or otherwise transferred to any of the following: **(i) Rickie L. Funke** and **Mary M. Funke**; **(ii)** lineal descendants of **Rickie L. Funke** and **Mary M. Funke**; **(iii)** trusts over which any individual described in (i) through (ii) above has the power of revocation; **(iv)** the probate estate or revocable trust estate of any individual described in (i) through (ii) above during the administration of such estate/trust estate following such individual's death; **(v)** any irrevocable trust created for the exclusive benefit of one or more of the individuals described in (i) through (ii) above, *provided that* spouses/surviving spouses of the individuals described in (ii) above may receive income and principal (other than interests in the Real Estate) distributions from such a trust; and/or **(vi)** entities owned 100% by one or more of the persons/estates/trusts described in (i) through (v) above (if such an entity should at any time cease to be owned 100% by such persons/estates/trusts, then the below rights of first offer shall be triggered).

ii. Right of First Offer Holders. Any proposed sale, disposition (voluntary or involuntary), or other transfer to any party that is not a permitted transferee as provided above shall trigger rights of first offer. If these rights are triggered prior to the 10th anniversary of the Closing, the first option holders shall be **Rickie L. Funke** and **Mary M. Funke**, the second option holders shall be the children of **Rickie L. Funke** and **Mary M. Funke**, and the third option holders shall be the adult grandchildren of **Rickie L. Funke** and **Mary M. Funke.** If these rights are triggered after the 10th anniversary of the Closing, **Rickie L. Funke** and **Mary M. Funke** shall be the only option holders.

iii. Price. The purchase price shall be calculated based on a per acre price of $6,250. No other discounts shall be applied.

iv. Payment Terms. The purchase price shall be paid with an installment contract that is payable in 30 equal annual installment payments (with the first such payment due at the closing) and that bears interest on the unpaid balance at the long-term AFR rate in effect for the month of the closing of the sale pursuant to the exercise of these options.

v. Term of Agreement. The Right of First Offer Agreement shall terminate at the later of (a) the 10th anniversary of the Closing of this contract and (b) the death of the survivor of **Rickie L. Funke** and **Mary M. Funke**.

C. Windmill Contract Payments. Seller shall retain the right to all future payments from windmill contracts related to the Real Estate until the death of the survivor of **Rickie L. Funke** and **Mary M. Funke**. Following the death of the survivor of **Rickie L. Funke** and **Mary M. Funke**, payments from such windmill contracts shall be paid to Buyer (or the successor in interest to Buyer).

24. CONTRACT DRAFTED BY COUNSEL FOR SELLER. This contract has been drafted by Simmons Perrine Moyer Bergman PLC ("*Simmons Perrine*") as counsel for Seller. Buyer understands and acknowledges that Simmons Perrine has not represented and will not represent him with respect to his interest in the Partnership or his rights and obligations under this contract. Buyer has been advised to seek the advice of independent counsel with respect to his interests in the Real Estate and all consequences of entering into this contract should he so desire and he acknowledges that he has had the opportunity to seek such advice.

25. **SURVIVAL**. The provisions of Paragraph 23 shall survive closing.

[signature pages follow; remainder of page intentionally left blank]

SELLER:

RICKIE L. FUNKE AND MARY M. FUNKE JOINT REVOCABLE TRUST

Rickie L. Funke, Co-Trustee

Mary M. Funke, Co-Trustee

STATE OF IOWA, COUNTY OF Delaware, ss:

This instrument was acknowledged before me on the 14 day of April, 2025, by **Rickie L. Funke** and **Mary M. Funke**.

Notary Public in and for said State
My Commission Expires: April 16, 2025

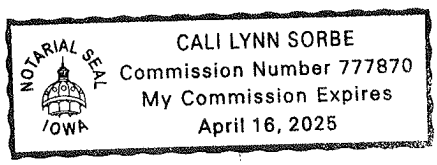
NOTARIAL SEAL IOWA
CALI LYNN SORBE
Commission Number 777870
My Commission Expires
April 16, 2025

BUYER:

Blake Funke

STATE OF IOWA, COUNTY OF Delaware, ss:

This instrument was acknowledged before me on the 14 day of April, 2025, by **Blake Funke**.



Notary Public in and for said State
My Commission Expires: April 16, 2025

Jaymi Funke, spouse of Buyer

STATE OF IOWA, COUNTY OF Delaware, ss:

This instrument was acknowledged before me on the 14 day of April, 2025, by **Jaymi Funke**.



Notary Public in and for said State
My Commission Expires: April 16, 2025

EXHIBIT "A"
LEGAL DESCRIPTION

The West one-half (W½) of the Southwest fractional Quarter (SWfr¼) of Section Eighteen (18), Township Ninety (90) North, Range Four (4), West of the Fifth P.M.; and the South one-half (S½) of the South one-half (S½) of the Northeast Quarter (NE¼), and the North one-half (N½) of the Northwest Quarter (NW¼) of the Southeast Quarter (SE ¼), and the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Thirteen (13), Township Ninety (90) North, Range Five (5), West of the Fifth P.M.; EXCEPT the North 500 feet of the West 777.03 feet of the West ½ of the SW ¼, of Section 18, Township 90 North, Range 4 West of the 5th P.M., Delaware County, Iowa, excepting therefrom Parcel "A" part of the NW¼ SW¼ 18-90-4 according to plat recorded at Book 2000, Page 2658; AND EXCEPT Parcel "A" part of the NW¼ SW¼ 18-90-4 according to plat recorded at Book 2000, Page 2658.