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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

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Cumming, IA 50061

**\$1,000,000**

### REAL ESTATE CONTRACT COVER SHEET

Grantors: Trustees of the Charlotte A. S. Shnurman Living Trust ("Seller")

Grantees: Sampson H. Shnurman and Jessica L. Shnurman ("Buyers").

Legal Description: See attached Exhibit "A" ("Property")



## REAL ESTATE CONTRACT INSTALLMENTS

IT IS AGREED on July 1, 2021 by and between \_\_\_\_\_  
Trustees of the Charlotte A. S. Shnurman Living Trust  
of the County Madison State of Iowa, Sellers; and Sampson H. Shnurman and Jessica L.  
Shnurman, husband and wife, as joint tenants with full right of survivorship and not as tenants in common  
of the County Madison 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 Madison State of Iowa, to-wit:

See Attached Exhibit "A" which describes those parcels also currently identified by the following Parcel numbers on the Madison County Assessor's records: 430082544000000 (shown as 39.01 gross acres), 430082546011000 (shown as 79.11 gross acres), 450082622000000 (shown as 40 gross acres), 450082628001000 (shown as 40 gross acres), 450082682001000 (shown as 40 gross acres), and 450082688000000 (shown as 40 gross acres) (combined total of 278.12 gross acres more/less).

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 \$ 1,000,000.00\* due and payable at 3331 Hwy 92, Prole, IA 50229\*\*, Madison County, Iowa, as follows:
  - a) DOWN PAYMENT of \$ See Addendum RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED: and
  - b) BALANCE OF PURCHASE PRICE. \$ See Addendum as follows:

See Addendum

\* The Purchase Price is subject to adjustment as provided in the Addendum.

\*\*Payments are to be made by ACH each month to an account designated to Buyers by Seller.

2. POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on July 1, 2021; 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: Yes.

3. TAXES. Sellers shall pay: Real estate taxes for the 2020-2021 fiscal year taxes payable in 2021-2022 (i.e., all of the installment due by September 30, 2021 and all the installment due March 30, 2022); payment to be completed before the installment becomes delinquent.

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 2021, would become delinquent and all assessments payable prior thereto.
- b) Which are a lien thereon as of N/A. (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 0 % 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 Trustee 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 N/A. 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 N/A, 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. Buyers may elect to examine the abstract anytime; Seller will pay for one update.
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.

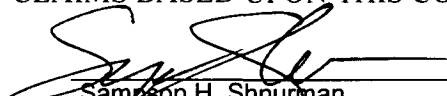
25. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any 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  
this is a transfer made to a person in the lineal line of consanguinity of a person making the transfer.

27. SPECIAL PROVISIONS.

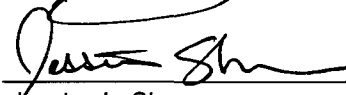
See Addendum

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: 5/26 2021

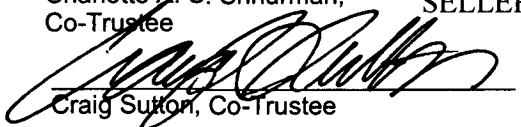
  
Sampson H. Shnurman BUYERS


Dated: 5/26 2021

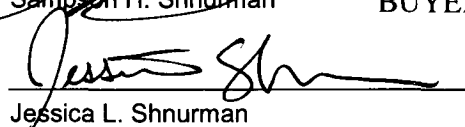
  
Jessica L. Shnurman BUYERS

Executed in duplicate or triplicate  
Charlotte A. S. Shnurman Living Trust

  
Charlotte A. S. Shnurman, SELLERS  
Co-Trustee

  
Craig Sutton, Co-Trustee

  
Sampson H. Shnurman BUYERS

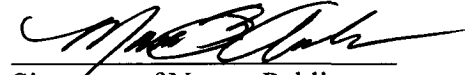
  
Jessica L. Shnurman

3331 Hwy 92, Prole, IA 50229  
SELLERS' ADDRESS

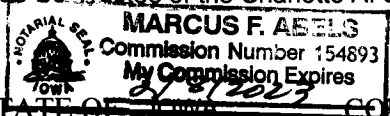
3331 Hwy 92, Prole, IA 50229  
BUYERS' ADDRESS

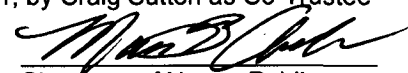
STATE OF IOWA, COUNTY OF Polk  
This record was acknowledged before me on 5/21, 2021, by \_\_\_\_\_  
Sampson H. Shnurman and Jessica L. Shnurman, husband and wife

  
MARCUS F. ABELS  
Commission Number 154893  
My Commission Expires 8/8/2023

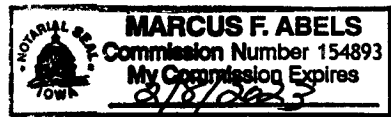
  
Signature of Notary Public

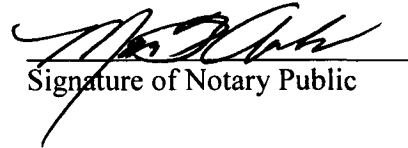
STATE OF IOWA, COUNTY OF Polk  
This record was acknowledged before me on 5/21 2021, by Craig Sutton as Co-Trustee  
as Co-Trustee of the Charlotte A. S. Shnurman Living Trust.

  
MARCUS F. ABELS  
Commission Number 154893  
My Commission Expires 8/8/2023

  
Signature of Notary Public

STATE OF IOWA, COUNTY OF Polk  
This record was acknowledged before me on 5/21 2021, by \_\_\_\_\_  
Charlotte A. S. Shnurman as Co-Trustee of the Charlotte A. S. Shnurman Living Trust

  
MARCUS F. ABELS  
Commission Number 154893  
My Commission Expires 8/8/2023

  
Signature of Notary Public



## ADDENDUM TO REAL ESTATE CONTRACT INSTALLMENTS

SELLER: Trustees of Charlotte A. S. Shnurman Living Trust  
BUYERS: Sampson H. Shnurman and Jessica L. Shnurman  
PROPERTY: See Exhibit A 278.12 gross acres more or less

1. TOTAL PURCHASE PRICE (CONTINUED). The total Purchase Price is One Million Dollars (\$1,000,000.00), plus Buyers Services described herein. The Purchase Price shall be paid as follows: Buyers will pay interest only, effective from June 1, 2021, at the rate of four percent (4.0%), payable in twelve (12) monthly installments of \$3,333.33 commencing July 1, 2021, and continuing on the 1<sup>st</sup> day of each month thereafter through June 1, 2022. Thereafter, commencing on July 1, 2022, Buyers will pay Seller monthly payments of principal and interest effective from June 1, 2022, at the rate of three and sixty-seven hundredths percent (3.67%) per annum payable on a thirty (30) year amortization, in three hundred sixty (360) monthly payments of Four Thousand Five Hundred Eighty-five and 88/100 Dollars (\$4,585.88). During the lifetime of Charlotte A. S. Shnurman, **Buyers may prepay the principal balance in whole or in part without penalty with the written consent of Seller only. After the lifetime of Charlotte A. S. Shnurman, Buyers may prepay the principal balance in whole or in part without penalty.**

### 27. SPECIAL PROVISIONS (Continued).

- a. Seller Homestead. Seller retains the right to occupy and use the residential dwellings and the adjacent land and outbuildings as further identified on Exhibit "B" attached hereto ("Seller Homestead") for the lifetime of Charlotte A. S. Shnurman. During the lifetime of Charlotte A. S. Shnurman, Seller may voluntarily elect in writing, and with notice to Buyers, to partially reduce or release the Seller Homestead. In the event such a release occurs, then Buyers shall take possession of the part released, subject to the terms of this Real Estate Contract. Seller will be responsible to maintain the Seller Homestead until such time as Buyers become entitled to possession of the Seller Homestead. Seller's maintenance obligations shall include ordinary and necessary maintenance of the buildings and grounds within the Seller's Homestead, and the payment of insurance premiums for property and liability insurance, and the allocable share of real estate taxes for the buildings and land within the Seller's Homestead. Seller's allocable share of the land for real estate tax purposes is deemed to be two (2) acres. Seller will promptly reimburse Buyers for allocable property taxes upon receipt from Buyers of a copy of the Madison County tax statement for the tax parcel in


which the Seller Homestead is located. Seller shall also have the right to ingress and egress over existing driveways to the public right of way. Buyer will be solely responsible to maintain and repair the shared driveways. In the event that the Charlotte A. S. Shnurman Living Trust terminates, all rights and obligations of the Seller will automatically and without further action transfer to Seller's successor(s).

- b. Buyer Services to Seller Homestead. Buyers will cause the following improvements to be completed to the Sellers Homestead: Four Season Front Porch / Room and replace a wood deck ("Buyer Services"). Buyer and Seller agree that the value of the Buyer Services is estimated to be \$82,000.00, which amount has been taken in to consideration in establishing the Purchase Price.
- c. **Due on Sale Provision and Purchase Price Adjustment. Any sale, transfer, or assignment, without Seller's written consent, during the lifetime of Charlotte A. S. Shnurman, is contrary to the terms of the gift Charlotte A. S. Shnurman is making to Buyers over the term of this contract by discounting the Purchase Price, and therefore Buyers stipulate that the Purchase Price will automatically and without notice increase to \$2,350,000.00 if the Property is sold without Seller's written permission during the lifetime of Charlotte A. S. Shnurman. The parties agree that in the event such an adjustment is made it shall not be deemed a penalty, and is instead mutually stipulated to fairly and reasonably carry out the intention of the parties in entering into this Agreement.**
- d. Existing Lease. Buyers acknowledge receiving a copy of the existing farm lease with Josh Lynch and Jeremy Lynch for crop years 2018-2023, which will be assigned to Buyer subject to the terms of this Agreement. Buyers have received a copy of the Lease and are familiar with the terms, including but not limited to the provisions regarding rental adjustment for the certain tiling work by Tenant. Seller will retain the first half of the 2021 crop year rent and Buyers will receive the second half of the rent.
- e. Conflicts. In the event of a conflict between the terms of the Addendum to Real Estate Contract Installments ("Addendum") and the terms of the Real Estate Contract Installments, the terms of the Addendum shall control.

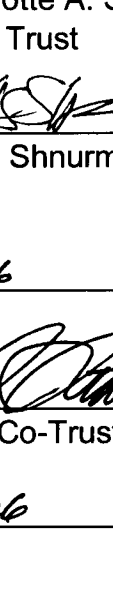
[signatures follow on next page]

SELLER

Trustees of Charlotte A. S.  
Shnurman Living Trust



By:   
Charlotte A. S. Shnurman  
Co-Trustee

Dated: 5/26, 2021

By:   
Craig Sutton, Co-Trustee

Dated: 5/26, 2021

BUYERS

  
Sampson H. Shnurman  
  
Jessica L. Shnurman

Dated: 5/26, 2021

EXHIBIT "A"  
Legal Description

**Parcel 1** - A tract of land located in the Southwest Quarter (¼) of the Northwest Quarter (¼) and in the Northwest Quarter (¼) of the Southwest Quarter (¼) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to-wit: Commencing at the Southwest corner of said Section Twenty-five (25), thence North 0°59'13" East 973.04 feet to an existing point, (said point being intersection of the West line of said Section Twenty-five (25) and the North line of Iowa Highway #92), thence continuing North 0°59'13" East 432.08 feet to the Point of Beginning, thence North 0°59'13" East 1224.08 feet to the West Quarter corner of said Section Twenty-five (25), thence North 0°18'12" East 1307.87 feet to the Northwest corner of the Southwest Quarter (¼) of the Northwest Quarter (¼), thence North 83°11'00" East 520.84 feet, thence South 0°18'12" West 1312.97 feet, thence South 0°15'02" West 930.43 feet, thence South 51°52'21" West 345.36 feet, thence North 38°07'39" West 20.00 feet, thence South 57°52'21" West 289.50 feet to the Point of Beginning. Said parcel contains 27.93 acres, more or less.

**Parcel 2** - A tract of land located in the Southwest Quarter (¼) of the Northwest Quarter (¼) and in the Northwest Quarter (¼) of the Southwest Quarter (¼) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to-wit: Commencing at the Southwest corner of said Section Twenty-five (25), thence North 0°59'13" East 973.04 feet to a Point (said point being intersection of the West line of said Section Twenty-five (25) and the North line of Iowa Highway #92), thence North 51°52'21" East 851.14 feet to the Point of Beginning, said Point being on the Northerly Right-of-Way of Highway #92, thence North 56°12'02" West 305.91 feet, thence North 51°52'21" East 141.52 feet, thence North 0°15'02" West 930.43 feet, thence North 0°18'12" East 1312.97 feet to the North line of the Southwest Quarter (¼) of the Northwest Quarter (¼), thence North 83°11'00" East 748.57 feet to the East line of the Southwest Quarter (¼) of the Northwest Quarter (¼), thence South 0°17'18" East 1317.74 feet to the South line of the Southwest Quarter (¼) of the Northwest Quarter (¼), thence South 83°32'53" West 111.60 feet, thence North 3°47'10" West 50.00 feet, thence South 85°51'33" West 421.00 feet, thence South 3°47'10" East 1164.50 feet to the North line of Iowa Highway #92, thence South 51°52'21" West 187.00 feet to the Point of Beginning. Said parcel contains 28.8 acres, more or less.

**Parcel 3** - A tract of land located in the Southwest Quarter (¼) of the Northwest Quarter (¼) and in the Northwest Quarter (¼) of the Southwest Quarter (¼) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to-wit: Commencing at the Southwest corner of the Southeast Quarter (¼) of the Northwest Quarter (¼) of said Section Twenty-five (25), thence West 111.60 feet to the point of beginning; thence North 2°29' East 50.0 feet; thence North 87°31' West 421.0 feet; thence South 2°29' West 1164.50 feet; thence northeasterly along the North right-of-way line of Highway #92 approximately 493 feet, thence North 2°29' East 857.50 feet to the point of beginning, and containing 10 acres, more or less.

**Parcel 4** - A tract of land located in the Southwest Quarter (¼) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to-wit: Commencing as a point of reference at the center of said Section Twenty-five (25), thence South 83°32'53" West (assumed for the purpose of this description only) along the North line of said Southwest Quarter (¼), 871.30 feet to the point of beginning; thence South 06°27'07" East, 671.03 feet to a point to the

**Northerly Right-of-way line of Iowa Highway #92; thence South 65°06'36" West along said Northerly Right-of-way line, 204.05 feet to a point of curvature; thence Southwesterly along said Northerly Right-of-way line and along a curve to the left having a radius of 2925.00 feet, an arc distance of 367.14 feet to the point of tangency; thence North 03°47'10" West, 874.24 feet to a point on the North line of the Southwest Quarter (¼) of said Section Twenty-five (25); thence North 83°32'53" East along said North line of the Southwest Quarter (¼), 493.29 feet to the point of beginning, and containing 8.96 acres, more or less.**

AND

The East Half (1/2) of the East Half (1/2) of Section Twenty-six (26), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; AND the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

EXHIBIT "B" TO REAL ESTATE CONTRACT  
CHARLOTTE A. S. SHNURMAN LIVING  
TRUST TO SAMPSON AND JESSICA  
SHNURMAN

SELLER HOMESTEAD IS APPROXIMATELY  
2 ACRES AND INCLUDES THE RIGHT  
TO NONEXCLUSIVE USE OF ALL  
DRIVEWAYS FOR INGRESS AND EGRESS  
TO THE PUBLIC ROAD

THE BOUNDARY SURROUNDING THE  
SELLER HOMESTEAD IS SHOWN IN RED

