<del></del>
-------------

for MOTH Zulllmat 70 700 Partial Bulyelsment Las Resort 63-706

		FOR THE LEGAL EFFECT OF THE U
	COMPUTER	· <del></del> ·
	RECORDED	FILED NO. 49
	COMPARED	
	4 /20	BOOK63_PAGE.
	HEC \$ 15	00 1155 0 444
•	AUD\$	99 JUN - 9 AM (
	TITAF. S	MICHELLE UTSI
and Committee to the control of the	) 750 70/7	RECORDER MADISON COUNTY,
Samuel H. Braland, P.O. Box 370, Earlham, (515	<u> </u>	
("Sellers"); and HHI Co., an Iowa corporation,  ("Buyers").  Sellers agree to sell and Buyers agree to buy real estate in lowa, described as:  Lots One (1), Two (2), the North 40 feet of Lot Three (3) North One-third (1/3) of Lot One (1) in Block Nine (9) at said Lot One (1) and running thence West to the Northwell 145 feet, thence South 2 feet to the point of beginning; al County, Iowa,	Madison  , Nine (9) and Ten (10) ind a tract commencing attact commencing attachmencing attach	n Block Four (4) and the the Northeast Corner of North 2 feet, thence East lat of Earlham, Madison
covenants of record, c. any easements of record for public utilities, roal easements; interest of others.)	ds and highways, and d. (cor	sider liens mineral rights other
(the "Real Estate"), upon the following terms:	Lundard Fire Therened	
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne I	Iundred Five Thousand	and rights, office
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne I:  Dollars (\$ 105,000.00) of whichFive Thousand		
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne I:  Dollars (\$ $\frac{105,000.00}{5,000.00}$ ) of whichFive Thousand  Dollars (\$ $\frac{5,000.00}{5,000.00}$ ) has been paid. Buyers shall pay the or as directed by Sellers, as follows:	e balance to Sellers atE	Carlham, Iowa 50072
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne F  Dollars (\$ 105,000.00	in the years 2001, 2002 the rate stated in paragra	Carlham, Iowa 50072 , 2003, and 2004. Said aph 2, and shall be
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne Find Estate is	in the years 2001, 2002 the rate stated in paragra Buyer may prepay princi	Earlham, Iowa 50072 , 2003, and 2004. Said aph 2, and shall be apal in any amount at any
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne Find Estate is	in the years 2001, 2002 the rate stated in paragra Buyer may prepay princi	Earlham, Iowa 50072 , 2003, and 2004. Said aph 2, and shall be apal in any amount at any
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne F:  Dollars (\$ 105,000.00	in the years 2001, 2002 the rate stated in paragra Buyer may prepay principane 30, 1999  annually ent per annum on all delinques defrom the date of the delinques	Earlham, Iowa 50072  , 2003, and 2004. Said aph 2, and shall be pal in any amount at any  on the unpaid balance, at amounts and any sum reasonancy or advance.
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne Fine Thousand	in the years 2001, 2002 the rate stated in paragra Buyer may prepay principane 30, 1999  annually ent per annum on all delinques defrom the date of the delinques	Earlham, Iowa 50072  , 2003, and 2004. Said aph 2, and shall be pal in any amount at any  on the unpaid balance, at amounts and any sum reasonancy or advance.
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne Find Dollars (\$ 105,000.00	in the years 2001, 2002 the rate stated in paragra Buyer may prepay principane 30, 1999  annually ent per annum on all delinques defrom the date of the delinques	Earlham, Iowa 50072  , 2003, and 2004. Said aph 2, and shall be pal in any amount at any  on the unpaid balance, at amounts and any sum reasonancy or advance.
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne F:  Dollars (\$ 105,000.00	in the years 2001, 2002 the rate stated in paragra Buyer may prepay principane 30, 1999  annually ent per annum on all delinque ad from the date of the delinque freasurer's Office in the fire	arlham, Iowa 50072  , 2003, and 2004. Said aph 2, and shall be pal in any amount at any  on the unpaid balance, at amounts and any sum reasonancy or advance.  Tiscal year commencing
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne F.  Dollars (\$ 105,000.00	in the years 2001, 2002 the rate stated in paragra Buyer may prepay principal and 30, 1999  annually ent per annum on all delinques of from the date of the delinques freasurer's Office in the free surer's payable unless the parties.	arlham, Iowa 50072  , 2003, and 2004. Said aph 2, and shall be pal in any amount at any  on the unpaid balance, at amounts and any sum reasonency or advance.  Tiscal year commencing  xes. Any proration of real estate as state otherwise.
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne F.  Dollars (\$ 105,000.00	in the years 2001, 2002 the rate stated in paragra Buyer may prepay principal and 30, 1999  annually ent per annum on all delinques of from the date of the delinques of the delinques areas of the state that the state of the parties of the parties of the parties of the state that the state of the parties of the state of the state of the parties of the state of	arlham, Iowa 50072  , 2003, and 2004. Said aph 2, and shall be pal in any amount at any  on the unpaid balance, at amounts and any sum reasonancy or advance.  Tiscal year commencing  exes. Any proration of real estate as state otherwise.  Real Estate as of the date of this
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne F.  Dollars (\$ 105,000.00	in the years 2001, 2002 the rate stated in paragra Buyer may prepay principane 30, 1999 annually ent per annum on all delinques defrom the date of the delinques reasurer's Office in the free state talently payable unless the partie ments which are a lien on the free state asset.	arlham, Iowa 50072  , 2003, and 2004. Said aph 2, and shall be pal in any amount at any on the unpaid balance, at amounts and any sum reasonancy or advance.  Tiscal year commencing exes. Any proration of real estate is state otherwise.  Real Estate as of the date of this assements shall be paid by Buyers.
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne F  Dollars (\$ 105,000.00	in the years 2001, 2002 the rate stated in paragra Buyer may prepay principal and 30, 1999 annually ent per annum on all delinques defrom the date of the delinques reasurer's Office in the state talently payable unless the partie nents which are a lien on the form the Real Estate on	arlham, Iowa 50072  , 2003, and 2004. Said aph 2, and shall be pal in any amount at any on the unpaid balance, at amounts and any sum reasonancy or advance.  Tiscal year commencing exes. Any proration of real estate is state otherwise.  Real Estate as of the date of this assents shall be paid by Buyers, date of contract
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne F  Dollars (\$ 105,000.00	in the years 2001, 2002 the rate stated in paragra Buyer may prepay principane 30, 1999  annually ent per annum on all delinque of from the date of the delinque reasurer's Office in the free state ta rently payable unless the partie ments which are a lien on the free state on the Real Estate on shall be on	carlham, Iowa 50072  2003, and 2004. Said aph 2, and shall be pal in any amount at any on the unpaid balance, at a mounts and any sum reasonancy or advance.  Ciscal year commencing  Exes. Any proration of real estate as state otherwise.  Real Estate as of the date of this assments shall be paid by Buyers, date of contract 19 99
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne Times (\$ 105,000.00	in the years 2001, 2002 the rate stated in paragra Buyer may prepay principal and 30, 1999  annually ent per annum on all delinquest of from the date of the delinquest from the date of the delinquest reasurer's Office in the financial state which are a lien on the financial estate on the Real Estate on date of mprovements. After possess	arlham, Iowa 50072  , 2003, and 2004. Said aph 2, and shall be pal in any amount at any on the unpaid balance, at a mounts and any sum reasonancy or advance.  Tiscal year commencing exes. Any proration of real estate as state otherwise. Real Estate as of the date of this saments shall be paid by Buyers date of contract 19 99  possession. Buyers shall accept ion and until full payment of the
(the "Real Estate"), upon the following terms:  1. PRICE. The total purchase price for the Real Estate isOne I:  Dollars (\$ 105,000.00	in the years 2001, 2002 the rate stated in paragra Buyer may prepay principal and 30, 1999 annually ent per annum on all delinquest defrom the date of the delinquest reasurer's Office in the state talently payable unless the partie ments which are a lien on the fall other special assessments which are a lien on the fall other special assessments. After possesses insured against loss by fire.	arlham, Iowa 50072  , 2003, and 2004. Said aph 2, and shall be pal in any amount at any on the unpaid balance, at a amounts and any sum reasonancy or advance.  Tiscal year commencing axes. Any proration of real estate as state otherwise. Real Estate as of the date of this saments shall be paid by Buyers date of contract 19 99  possession. Buyers shall accept ion and until full payment of the tornado, and extended coverage

DEED RECORD 63 178 X PRINCE THE RESERVE SHOPE SHOPE AND THE RESERVE SHOPE SHOP X HIGH BELLEVING YOUNG YOUNG YOUNG THE VALUE SHIP YOUNG HOUNG HICK TOWN ON THE VERTICAL OF THE PHILIPPENDING CONTROL OF MANAGORIAN SERVICES IN THE PROPERTY PERSONAL PROPERTY SERVICES AND A SOCIO PROPERTY OF A 8. FIXTURES, All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.) 9. CARE OF PROPERTY. Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers. 10. DEED. Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by \_ deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed 11. REMEDIES OF THE PARTIES. a If Buyers fail to timely perform this contract, Sellers may, at Sellers' option, forfeit Buyers' rights in this contract as provided in the lowa Code, and all payments made by Buyers shall be forfeited 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 fent 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 expanses 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 the foreclosure of this contract. It is agreed that if this contract covers less than ten (10) acres of land, and in the eyent of the foreclosure of this contract and sale of the property by sheriffs sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of lows shall be reduced to six (6) months provided the Stellers, 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 lows Code. If the redemption period is so contract on 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 lows Code shall be reduced to four (4) months. 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 feal 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 fedemption period is so reduced, Buyers or their successors 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 lowa 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 lowa Code. This paragraph shall not be construed to limit or otherwise material any other redemption provisions contained in Chapter 628 of the lowa Code. nined in Chapter 628 of the b. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

c. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

d. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law. 12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common, and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10. 13. JOINDER BY SELLER'S SPOUSE. Seller's spouse if inot a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose. 14. TIME IS OF THE ESSENCE. Time is of the essence in this contract. 15. PERSONAL PROPERTY. If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers. 16. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and resultine, feminine or neuter gender, according to the context. 1. RELEASE OF RIGHTS. Each of the Buyers 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 18. ADDITIONAL PROVISIONS 4 See Additional Provisions attached hereto and by this reference incorporated herein. 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: William W. Hunter, President

## ADDITIONAL PROVISIONS

- a. Seller expressly consents that Buyer may sell all or part of the real estate purchased hereunder to third parties. Seller shall deliver to Buyer a deed to the real estate Buyer has sold to a third party upon request of Buyer and without requirement of additional payment of principal.
- b. Any prepayment made by Buyer shall be applied entirely to principal as of the date the prepayment is made. Interest shall thereafter accrue on the reduced principal balance. Any prepayment of principal shall be applied to the next scheduled payment of principal due. Scheduled payments of principal are due each June 30<sup>TH</sup> as stated in paragraph 1.
- c. If Buyer fails to perform this contract, Seller's only remedy shall be to forfeit Buyer's rights in this contract as provided in Chapter 656, Code of Iowa. Seller shall have no other recourse.

STATE OF IOWA

: **SS** 

MADISON COUNTY

This instrument was acknowledged before me on June 2, 1999, by Robert E. Hunter as Trustee of the Robert E. Hunter Revocable Trust under Agreement dated June 18, 1993.

STATE OF IOWA

: **SS** 

MADISON COUNTY

On this Zot day of June, 1999, before me, the undersigned, a Notary Public in the for said State, personally appeared William W. Hunter to me personally know, who being by me duly sworn, did say that he is the President of said corporation; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said William W. Hunter as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa.

DEED RECORD 63