



7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract \_\_\_\_\_ and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

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 Warranty 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 Seller's option, either (i) forfeit Buyers' rights in this contract as provided in the Iowa Code, and all payments made by Buyers shall be forfeited or (ii) upon thirty days written notice by Sellers to Buyers of Sellers' intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable, and thereafter this contract may be foreclosed in equity; the Court may appoint a receiver; and the period of redemption after sale on foreclosure may be reduced under the conditions of Section 628.26 or Section 628.27 of the Iowa Code.

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. **JOINER BY SELLER'S SPOUSE.** Seller's spouse, if not 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 as masculine, feminine or neuter gender, according to the context.

17. **ADDITIONAL PROVISIONS.**

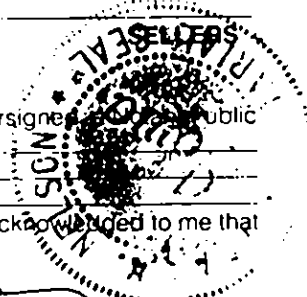
- a.- Seller and Buyers agree to execute a Warranty Deed, Declaration of Value, Ground-water Hazard Statement, and Escrow Agreement to be placed in escrow at Peer, Nelson & Braland Law Office at 115 E. First Street, Earlham, IA 50072.
- b.- If the United States Department Of Agriculture declares Madison County as a disaster county, then Buyers shall be allowed to miss the principal payment in the year following the disaster year, but will have to pay interest due in said disaster year. Buyer shall be allowed to claim only one disaster year during the term of this contract.
- c.- If Buyers are unable to obtain financing on March 1, 1999, the parties agree that Buyers shall have one additional year after March 1, 1999, to pay the remaining unpaid principal. Interest shall be at a rate agreed upon by the parties. Buyers will put forth a good faith effort to refinance said real estate contract in order to pay Buyer the unpaid principal balance.

Dated: February 3, 19 92

Michael H. Frey  
(Michael H. Frey)  
Penny Frey  
(Penny Frey) **BUYERS**

Donna L. Smith  
(Donna L. Smith)

STATE OF IOWA COUNTY OF MADISON SS  
On this February day of 19 92, before me, the undersigned \_\_\_\_\_ public  
in and for said State, personally appeared Donna L. Smith



to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed

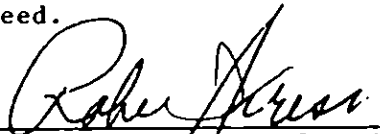
Dean R. Nelson  
Notary Public in and for Said State.

LEGAL DESCRIPTION

A parcel of land located in the North Half (½) of the Southwest Quarter (¼) and in the Southeast Quarter (¼) of the Northwest Quarter (¼) of Section Thirteen (13), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Beginning at the Southwest Corner of the Northwest Quarter (¼) of the Southwest Quarter (¼) of Section Thirteen (13), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence, along the West line of said Section Thirteen (13), North 00°00'00", 717.35 feet; thence North 89°33'07" East 367.01 feet; thence North 00°00'00" 593.48 feet; thence South 89°55'06" East 938.18 feet to the Northeast Corner of the Northwest Quarter (¼) of the Southwest Quarter (¼) of said Section Thirteen (13); thence South 00°04'32" West 391.36 feet; thence North 89°19'13" East 398.55 feet; thence North 00°55'38" East 1027.12 feet; thence South 88°34'41" East 223.39 feet; thence North 00°24'00" East 272.75 feet; thence South 89°13'07" East 225.68 feet; thence North 00°04'00" West 281.11 feet; thence South 87°59'26" East 470.85 feet to the East line of the West Half (½) of said Section Thirteen (13); thence along said East line, South 00°27'05" West 2481.52 feet to the Southeast Corner of the Northeast Quarter (¼) of the Southwest Quarter (¼) of said Section Thirteen (13); thence North 89°59'59" West 2621.38 feet to the Point of Beginning. Said parcel of land contains 91.220 Acres, including 0.377 Acres of County road right of way.

STATE OF IOWA :  
:  
MADISON COUNTY :

On this 3 <sup>March</sup> day of February, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael H. Frey and Penny Frey, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

  
\_\_\_\_\_  
Notary Public in and for the  
State of Iowa.

