

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 upon fulfillment of Contract, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in conformity with this agreement, 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 life 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 in 1.a. through 1.d. Any general warranties of title shall extend only 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, the Sellers may forfeit it as provided in The Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of 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. 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 Code.

b. If Sellers fail to timely perform this contract, Buyers have the right to 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 the 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 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 share or in compliance with Section 516.13 of The 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, the 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.** See Homestead Waiver attached hereto and by this reference incorporated herein.

Dated this 6 day of June, 19 87,

Frederick G. Whipple
(Frederick G. Whipple)
Deborah Whipple
(Deborah Whipple) **BUYERS**

James A. Reser
(James A. Reser) **SELLERS**
Marlus D. Reser
(Marlus D. Reser)

R. R. 1, Box 179, Earlham, IA 50072
Buyers' Address

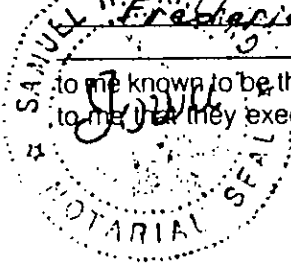
1108 Madison Ave., Earlham, IA 50072
Sellers' Address

STATE OF IOWA, COUNTY OF Madison, ss:

On this 6 day of June, 19 87, before me, the undersigned, a Notary Public in and for said State, personally appeared James A. Reser and Marlus D. Reser

Frederick G. Whipple and Deborah Whipple

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.



Samuel H. [Name]
Notary Public in and for Said State.

PAYMENT PROVISIONS

- a.- The balance due Sellers as of the signing of this Contract is \$43,054.34. Sellers and Buyers acknowledge that there is an existing mortgage on the premises in favor of Brenton Bank And Trust Company, Adel, Iowa, recorded in Book 144, Page 419, Office of the Recorder of Madison County, Iowa, and the balance of said mortgage as of the signing of this Contract is \$43,054.34.
- b.- Buyers shall pay the contract principal balance to Sellers as follows: \$474.33 on the 25th day of June, 1987, and \$474.33 on the 25th day of each and every month thereafter until the 25th day of November, 1988, at which time the entire unpaid principal balance, plus accrued interest, shall be due and payable in full. Said monthly payments shall be applied first toward accrued interest, and then principal.
- c.- Buyers shall make their payments hereunder directly to Sellers' checking account # [REDACTED] at Brenton Bank And Trust Company, 100 N. 8th Street, Adel, Iowa 50003. Should Sellers fail to timely pay the existing mortgage on the premises, Buyers may pay such sums in default and receive credit on this Contract for such sums so paid.
- d.- Sellers hereby reserve the right to at any time refinance, renew, or extend the existing mortgage for any amount not exceeding the then unpaid balance of the purchase price under 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. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this Contract. If Sellers so refinance, renew, or extend the existing mortgage, notwithstanding the balloon payment provision of subparagraph b. above, payment by Buyers of the then unpaid balance of the purchase price under this Contract shall also be extended. The interest rate and amortization of said balance shall be the same as Sellers' mortgage.
- e.- 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 the premises.
- f.- Buyers may prepay the unpaid balances of the purchase price under this Contract at any time in any amount, provided that Sellers may so reduce or pay off any existing mortgage balances.

Section 561.22 Homestead Waiver Provision.

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 6-1-87, 1987.

Frederick G. Whipple
Frederick G. Whipple

Dated June 1, 1987.

Deborah Whipple
Deborah Whipple