•	TE OF LOWA	Filed for Record this 11 day of	May 19 87 at 12:15 PM
	TE OF TOWA, ss. Sinst No. 2249	168 Recording Fee 15 00 Mary	
	BookPage		E. Welty, Recorder, By Deputy —
	ocian	CONTRACT-INSTA	
	IT IS AGREED this 1st day of Ma	ıv	d between Carl L. Hircock
-	and Maxine Joy, husband and wife		
-	Madigon Co.	tt Cilian at Mark F	dward Knutson and
0	the County of <u>Madison</u> , Stat		
-	Diane Knutson, husband and wife, a	is joint tenants with rul	1 rights of survivorship
_	and not as tenants in common		
F	the County of <u>Madison</u> That the Sellers, as in this contract provided emises, hereby agree with the Sellers to Purc Madison State of lowe, to	d, agree to sell to the Buyers, as chase the following described re- cuit. A part of th	al estate situated in the County of he East Balf (1/2) of
S	ection Eight (8) in Township 27) West' of the 5th P.M.,	Seventy-Ilve (/3/ R	
(R	27) West'of the 5th P.H., eginning at the Northwest C		est Quarter (1/4) of the
	outheast Ouarter (1/4) of se	aid Section Eight (8)	, thence West 193.0 feet
t	o the centerline of the pub	lic road; thence Sou	th 150 30.12' East along
t	he said centerline 460.0		rly 919.0 feet; thence ence South 100.0 feet to
N	ortherly 560:0 feet; thence he point of beginning, subje		
a	ore or less, subject to ease		-
(ogether with any easements and servient estates any be below stated, and certain personal properties the below and marked "Exhibit A" (As to an rovided by the Uniform Commercial Code), all	perty it and as may be harain desc ny such personal property, a Secur upon the terms and conditions foll	rity Interest hereby attaches thereto, as lowing:
	1. TOTAL PURCHASE PRICE for said property is \$ 32,5 Lorimor	500.00 paya Mad	able at RUTAL ROUTE Z. BOX 1215 ISON County, lowe, as follows:
	OWN PAYMENT of \$ 7,000.00	EXCEIPT OF WHICH IS HEREIT	ACKNOWLEDGED: and
	THE BALANCE OF PURCHASE PRICE, \$ 25.500.00	as follows \$400_00	INCLUDING INTEREST (or more at the
	ption of the Buyers) (XABINHOUSEXAX DEGINES AND CONSTRUCT SIGNATURE SIGNATUR	NAME OF THE ANGLOS OF THE ANGL	OKON or before the FITSI day of
	June 19 87 and \$400.0		(or more at the option of the Buyers) XMXXIXIMAX X X X X X X X
:	hereafter until May 1, 1992 when all subtractions of the subtraction o	ums due under this contra	Nine (9) % per annum, payable monthly
×	ne balance of the principal. ИХМИНЮОКХЧИХ ИМЕСКИЙ МИХХХХХХХХХХХХХХХИМИВНООМ ХИНИК ВИПИТИТЕ ТОМИСТВИНИТЕ В ПОТОТОТОТОТОТОТОТОТОТОТОТОТОТОТОТОТОТОТ	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ie and payable in full upon
	•		•
	2. POSSESSION. Buyers, concurrently with due performance May 19 87; and thereafter so lift lessees and are entitled to rentals therefrom on and after da	long as they shall perform the obligations of t	his contract. If Buyers are taking subject to the rights
	2. TAKES. Sellers shall pay 5/6'S % of all requie fiscal year commencing July I he work W	or taxes essessed against this property (included 1987) and the second of the property of the payment of the taxes the payment of taxes the payment of the payment of taxes the	ding personal property, if any) due and payable in y taxes not assumed by Sellers. Buyers shall pay all yes, and the special assessments, if any, to the County
	reasurer each year, shall furnish to the other parties evidence 4. SPECIAL ASSESSMENTS. Sellers shall pay the special of	or population of the state of t	
	(b) Which are a lien thereon as of May 1, 198	in addense stronger and an americal ang	
	(c) Including all sawage disposal assessments for overage) charge heretofore assessed by any municipali	ty having jurisdiction as of data of possession.
	Buyers, except as above stated, shall pay all subsequent spe- 8. MORTGAGE. Any mortgage or encumbrance of a simila quity hereia. Should Sellers fail to so pay, Buyers may pay as 17 SELLERS. Sallers, their successors in interest or assigns	er nature against the said property shall be ti	imaly paid by Sallers so as not to prejudice the Buyers'
	uch premises or to renew or extend any existing mortgage these price herein provided. The interest rate end amortization supressly consent to such a mortgage and egree to execute any peremount to eny of Buyers' then rights in said property. DEEL to the emount of any existing mortgage belance on said premisulation to such mortgage shell receive a deed to said premises educe or pay off such mortgage. ALLOCATED PAYMENTS. Be deuce or pay off such mortgage. ALLOCATED PAYMENTS. Bitle, or in the event of a mortgage egainst said premises, restituted parties as their interests may appear. SELLERS AS 11 interested parties as their interests may appear.	a for any amount not exceeding OOO In thereof shall be no more onerous than the i d deliver all necessary papers to aid Sellers D FOR BUYERS SUBJECT TO MORTGAGE. isse, they may, at their option, assume and as; or Sellers, at their option, any time before Buyers, in the event of acquiring this propert erve the right, if reasonably necessary for the RUSTEES. Sellers agree that they will collect	O % of the then unpaid belence of the pur- installment requirements of this contract. Buyers hereby in securing such a mortgage which shell be prior and If Buyers have reduced the belence of this contract gree to pey seid mortgage econding to its terms, sed Buyers have made such a mortgage commitment, may y from an equity holder instead of a holder of the fee hir protection to divide or allocate the payment to the no money hereunder in excess of the amount of the actions of their accions in seld carel extent and if
	iellers shall hereafter collect or receive any moneys hereander the agent and trustee of the Buyers for the use and busefit of the A. IMSURANCE. Except as may be otherwise included in the dentity beep in force insurence, premiums therefor to be pre- aid contingencies as Seller may reasonably require on all built which may be the subject of this contract, in companies to be	the last sentence of peragraph 1(b) above, I paid by Buyers without notice or demand) agildings and improvements, now on or hereafte reasonably approved by Sellers is an amount	Buyers as and from said date of possession, shall con- gainst loss by fire, tornado and other hazards, casualties or placed on said premises and any personal property t not less than the full insurable value of such improve- uith such lessuages payable to Salbers and Briggs as
ķ	ments and parsonal property or not less than the upper being interests may appear. BUYERS SHALL PROMPTLY DEPOSITIES the sums herein mentioned, In the event of any such casualty loss if the proceeds be adequate; if not, then some other really for the payment of the obligations herein.	IT SUCH POLICY WITH PROPER RIDERS WIT oss, the insurence proceeds may be used under sonable application of such funds shall be made	TH SELLERS for the further security for the payment of r the supervision of the Sallers to replace or repair the de; but in any event such proceeds shall stand as secur-
	7. CARE OF PROPERTY. Suyers shall take good care of seld premises in good and restonable repair and shall not in all premises without the written consent of the Sel S. LIERS. No mechanics' lien shall be imposed upon or	foreclosed against the real estate described h	erela.
	P. ADVANCEMENT BY SELLERS. If Buyers fail to pay sumary, but need not, pay such taxes, special essessments, insurant such sums so advanced may, at the election of Sellers, be added see paragraph 5 above.)	ch texes, special assessments and insurance a	and affect necessary repairs, as above agreed, Sellers
	Copyright 1958 by The Iowa State Bar Association	◆ → ⊗	21. REAL STATE CONTRACT This Printing: August 21, 1979

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under physic-
tures
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9	10. JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE. If end only if, the Sellers immediately preceding this sale, hold the title to the above described properly is joint tenancy, and such joint tenancy has not later been destroyed by operation of law or by acts of the Sellers, this sale shell to the above described properly is joint tenancy, and such joint tenancy has not later been destroyed by operation of law or by acts of the sent continue and/or receptured rights of Sellers in said real estate, shell be and continue and/or receptured rights of Sellers in said real estate, shell be and continue and the continue and the sellers of the sellers and the sellers are laterally and the sellers and the sellers are the sellers and the sellers and the sellers and the sellers and the sellers with paragraph 13 below
	any belance of the proceeds of this contract to the surviving Seller (or Sellers) and to accept one of the proceeds of this contract to the surviving Seller (or Sellers) and to accept this peragraph is stricken from this agreement. 10Vs. "SELLERS." Spouse, if not titleholder immediately precading this sale, shall be presumed to have executed this instrument only for the purpose of 10Vs. "SELLERS." Spouse, if not titleholder immediately precading this sale, shall be presumed to have executed this instrument only for the purpose of 10Vs. "SELLERS." Spouse, if not titleholder immediately precading this sale, shall be presumed to have executed this instrument only for the purpose of 10Vs. "SELLERS." Spouse, if not titleholder immediately precading this sale, shall be presumed to have executed this instrument only for the purpose of 10Vs. "SELLERS." Spouse, if not titleholder immediately precading this sale, shall be presumed to have executed this instrument only for the purpose of 10Vs. "SELLERS." Spouse, if not titleholder immediately precading this sale, shall be presumed to have executed this instrument only for the purpose of 10Vs. "SELLERS." Spouse, if not titleholder immediately precading this sale, shall be presumed to have executed this instrument only for the purpose of 10Vs. "SELLERS." Spouse, if not titleholder immediately precading this sale, shall be presumed to have executed this instrument only for the purpose of 10Vs. "SELLERS." Spouse, if not titleholder immediately precading this sale, shall be presumed to have executed this instrument only for the purpose of 10Vs. "SELLERS." Spouse, if not titleholder immediately precading the presumed to the presume
	13. TIME IS OF THE ESSENCE of this Agreement. Feiture to promptly essent rights of Seilers herein shall not, nowever, be a state of the
	waiver of any existing or subsequent default. 12. EXCEPTIONS TO WARRANTIES OF TITLE. The werranties of title in any Deed made pursuant to this contract (See peregraph 13) shell be without 12. EXCEPTIONS TO WARRANTIES OF TITLE. The werranties of title in any Deed made pursuant to this contract (c) Essemants of record, if any; (d) A reservation or qualification EXCEPT: (e) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Essemants of record, if any; (d) A reservation or qualification EXCEPT: (e) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (e) Essemants of record, if any; (d) A perservation or qualification EXCEPT: (e) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Essemants of record, if any; (d) A perservation or qualification EXCEPT: (e) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Essemants of record, if any; (d) A perservation or qualification except.
•	limited by peragraphs 1, 2, 3 and 4 of this contract, (e) Section shall be stipulated: (g) Not Applicable [H not a titleholder, need not join is any warranties of the deed unless otherwise stipulated: (g) (Mineral reservations of record?)
	(h) (Liens?) (Easements not recorded?) (Interests of other parties?) (Lesses?)
	(Liens?) (Easements not recorded?) (Interests of dimer particular) 13. 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 XXXXXXXXXXX Warranty Deed conveying said premises in fee for performance by Buyers have been complied with Sellers will execute and deliver to Buyers an abstract showing merchantable title, in conformity with simple pursuant to and in conformity with this contract; and Sellers will concurrently deliver to Buyers an abstract showing merchantable title, in conformity with this contract, showing merchantable title, in conformity with the simple pursuant to local bar essociation title standards there is a lesser requirement as to this contract; or as of such earlier date if and as designated in 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 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 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 contract is a lesser requirement.
	the next sentence. This contract supergedes the previous written offer of supers to supers the next sentence. This contract supergedes the previous written offer of supers the supers of sellers shall elso pay the cost of any abstracting due to any act or change in the personal effeits of Sellers shall execute the supers of the supersonal sellers shall execute the supersonal sellers shall execute the supersonal sellers shall execute the supersonal sellers of
	and deliver a Bill of Sate consistent with the terms of this contract. On payable prior thereto. 14. APPROVAL OF ABSTRACT. Buyers have XXXXXXX examined the abstract of sitle to this property and such abstract is XXXXXXXXXXXX accepted.
	15.1. 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 essessing 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 (a) 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 lows). Upon completion of such forfeiture Buyers shall have no right of reclamation for the use cancel this contract as provided by law (Chapter 656 Code of lows). Upon completion of such forfeiture, if the Buyers, or any other person or persons 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 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 of said property, and/or as liquidated damages for breach of the contract; and upon completion of such forfeiture, if the Buyers, or any other person of said real estate or any part thereof, such perty or parties in possession shall at once peacefully remove therefrom, or failing to do so shall be in possession of said real estate or any part thereof, such perty or parties in possession shall at once peacefully remove therefrom, or failing to do so shall be in possession of said real estate or any part thereof, such perty or parties in possession shall at once peacefully remove therefrom, or failing to do so shall be in possession of said real estate or any part thereof, such personal contract as in (a), (b), (c), (d) or (e) of numbered the such as a fail of the contract as a f
	this contract may then be foreclosed in equity and a receiver may be appointed to take charge of said promises. be applied as may be directed by the Court.
	be applied as may be directed by the Court. 16. 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 flam 16. 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 flam 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 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 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 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 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 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 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 ties. 17. 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 smounts 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 disbursesmounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the other parties, who shall at the
	ments. 18. 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 liability of the assignment to time of such notice be furnished with a duplicate of such assignment by such assignment shall not terminate the liability of the assignment to time of such notice be furnished with a duplicate of such assignment by such assignment shall not terminate the liability of the assignment to time of such notice be furnished with a duplicate of such assignment by such assignment shall not terminate the liability of the assignment to the parties.
	19. PERSONAL PROPERTY. If this contract includes the sale of any personal property, then in the even of the considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently personally shall be considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently
	20. CONSTRUCTION. Words and phrases herein, including acknowledgments hereof, shell be construed as in the singular of plant in the singular of pl
	provisions of this contract.
	Executed triplicate triplicate
	Carl L. Hircock SS# Mark Edward Knutson SS#
	mad's Diane Brown Blivens
	Maxine Joy SELLERS Diane Knutson SS#
	R. R. 2 Box 121 Route 2 Box 223
	Lorimor, Iowa 50149 Sellers' Address St. Joseph, Missouri 64505 Buyers' Address
	STATE OF IOWA. MADISON COUNTY, ss: 87 A. D. 19 A. D
	On this day of Carl L. Hircock and Maxine Joy; Mark Edward Knutson and Diane Knutson
	to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their
	to me known to be the identical persons named in and who executed the within and tolegons with the voluntary act and deed.
	GERALDING 4. LEE GERALDING 4. LEE GERALDING W. LECHOTON Public in and for the State of lowe
	Real Estate Contract Installments To To To To To To To To To T

EXHIBIT "A"

CARL HIRCOCK AND MAXINE JOY, SELLERS; MARK EDWARD KNUTSON AND DIANE KNUTSON, BUYERS.

- The Buyer shall have the right to remodel and/or replace the mobile home and foundation upon the premises in accordance with written plans to be submitted to the Seller. Seller's approval of the plans shall not unreasonably be withheld.
- 22. The contract sale includes the washer and dryer located on the premises and the draperies and curtains located in the living room of the mobile home.
- 23. Seller at their cost shall have the premises inspected for termites and other wood destroying insects. Any required treatment shall be paid by Seller. If the inspection reveals structural damage, Seller shall have the option of repairing the damage in a good and workmanlike manner or declaring this contract rescinded; however, Buyer in the event of rescission by Seller shall then have the right to accept the property in existing condition.

EXHIBIT "B"

WAIVER OF HOMESTEAD EXEMPTION

UNDER

IOWA CODE SECTION 561.22

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 at Winterset, Madison County, Iowa on this ______ day of May, 1987.

Mark Edward Knutson, Buyer

Diane Knutson, Buyer