

AFFIDAVIT OF MAILING

STATE OF IOWA)
)ss:
MADISON COUNTY)

I, Deborah E. Kiewiet, being duly sworn, depose and state:

1. I am a secretary for Randal G. Baird, Vice President of the Earlham Savings Bank, regarding a Notice of Intent to Sell Real Estate which was mailed to John W. Mayer.

2. On the 29th day of July, 1988, I mailed a true copy of the attached Notice of Intent to Sell Real Estate with attached contract by certified return receipt United States Mail in a Post Office Box in Earlham, Iowa, with full postage prepaid addressed to John W. Mayer, Rural Route 4, Box 43, Winterset, Iowa 50273, that being the last known address of said John W. Mayer.

Deborah E. Kiewiet
Deborah E. Kiewiet

Subscribed and sworn to before me by the said Deborah E. Kiewiet, this 29th day of July, 1988.



Christine Mapes
Notary Public in and for the State of Iowa

See affidavit filed Aug. 24, 1988. Deed Rec 124-608

Computer

COMPUTER

FILED NO. 282
BOOK 124 PAGE 557

1988 AUG -2 PH 3:24

MARY E. WELTY
RECORDER
MADISON COUNTY IOWA
Fee \$30.00

P 668 956 881
RECEIPT FOR CERTIFIED MAIL
 NO INSURANCE COVERAGE PROVIDED
 NOT FOR INTERNATIONAL MAIL
 (See Reverse)

Sent to John W. Mayer	
Street and No R.R. 4 Box 43	
P.O., State and ZIP Code Winterset, Iowa 50273	
Postage	\$.25
Certified Fee	.85
Special Delivery Fee	
Restricted Delivery Fee	2.00
Return Receipt showing to whom and Date Delivered	.90
Return Receipt showing to whom, Date, Address, Delivery	
TOTAL Postage and Fees	\$ 4.00
Postmark or Date	

PS Form 3800, June 1986

[Circular Postmark: OASN 668 956 881 WINTERSET IA]

[Handwritten Signature]

● **SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge)†

2. Restricted Delivery (Extra charge)†

3. Article Addressed to: John W. Mayer R.R. 4 Box 43 Winterset, Iowa 50273	4. Article Number P 668 956 881
RESTRICTED DELIVERY	Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail
	Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature - Addressee <i>[Signature]</i>	8. Addressee's Address (ONLY if requested and fee paid) 668 956 881
6. Signature - Agent <i>[Signature]</i>	
7. Date of Delivery 7-30-88	

PS Form 3811, Mar. 1987 U.S.G.P.O. 1987-178-268 **DOMESTIC RETURN RECEIPT**

NOTICE OF INTENT TO SELL
REAL ESTATE

TO: John W. Mayer
R.R. 4, Box 43
Winterset, Iowa 50273

You are hereby notified that the Earlham Savings Bank intends to sell certain agricultural land described as follows:

A parcel of land described as commencing at the Northwest (NW) corner of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section One (1), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., running thence East 26 rods, thence South 37 rods, thence West 26 rods, thence North 37 rods to the place of beginning, Madison County, Iowa, and containing 6.0125 acres.

SUBJECT to a perpetual easement for the use, operation, inspection, flushing, repair, maintenance and reconstruction of an existing sanitary and storm sewer line servicing the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa. This easement shall be a covenant running with the dominant and servient tracts of land.

You are further notified that pursuant to Section 524.910(2), you have the first opportunity to repurchase said land on the terms that the Earlham Savings Bank proposes to sell or dispose of said land.

Attached to this notice is a copy of the contract which except for the names, contains all of the terms and provisions which will be accepted by the Earlham Savings Bank.

You are further notified that you have fourteen (14) days from the date of this notice in which to exercise the right to repurchase the above-described property by submitting a binding offer to the Earlham Savings Bank on the same terms as are contained in the proposed contract which is attached hereto. Unless you submit your offer and downpayment pursuant to the contract which is attached hereto, the Earlham Savings Bank may exercise its right to dispose of said property to any other person on the same terms which it has offered to you.

You should govern yourselves accordingly.

Dated this 29th day of July, 1988.

EARLHAM SAVINGS BANK

By: 

Randal G. Baird
Vice President
515 Chestnut
Earlham, Iowa 50072

Certified Return Receipt

Return to:

EARLHAM SAVINGS BANK
EARLHAM, IOWA 50072

DEED RECORD 124

559

IOWA STATE BAR ASSOCIATION
Official Form No. 26 (Trade-Mark Registered, State of Iowa, 1967)

FOR THE LEGAL EFFECT OF THE USE
OF THIS FORM, CONSULT YOUR LAWYER

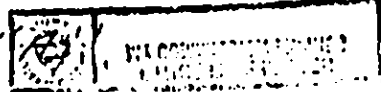


OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO Earlham Iowa, July 28 1988
Earlham Savings Bank (herein designated as Sellers);
(Insert names of Seller and Spouse)

THE UNDERSIGNED (herein designated as Buyers) hereby offer to buy the real estate situated in Madison
County, Iowa, described as follows:

Refer to attached exhibit



together with any easements and servient estates appurtenant thereto, but with reservations and exceptions only as follows:
(Strike out inapplicable parts, if any, of (a), (b) or (c) below.)

- (a) Title shall be taken subject to applicable zoning restrictions, except as in 1, below;
 - (b) And subject to any reasonable, customary and appropriate restrictive covenants as may be shown of record, except as in 1, below;
 - (c) And subject to easements of record for public utilities, public roads and public highways;
 - (d) And subject to: None Yes if existing Yes
(Liquor?) (Mineral reservation of record?) (Covenants of record running with the land?)
- None Yes No No
(Easements not recorded?) (Driveway or other easement of record?) (Interests of other parties?) (Leases?) (See paragraph No. 19)

for the total sum of \$ _____ payable at _____
County, Iowa, as follows:

Select (A) or (B) or (C) below:

INSTALLMENT PLAN: By payment of \$ _____ herewith, to be held by _____
Sellers' Agent, pending delivery of final papers, and \$ _____ at the rate of \$ _____ or more each month, in-
cluding interest to date of each payment, until the entire purchase price, with interest at _____% per annum is paid; the first such
payment to be made on the _____ day of _____ 19____ and thereafter on the _____ day of each month
_____ until all sums due are paid in full; provided that in any event final payment of full balance under this contract
shall be made on or before the _____ day of _____ 19____

B. DOWN PAYMENT AND SETTLEMENT PAYMENT ONLY: By payment of \$ 4,000⁰⁰ herewith to be held by
Earlham Savings Bank Sellers' Agent, pending delivery of final papers, and the balance of \$ 15,800⁰⁰
upon performance by Sellers, all on the 1st day of September 1988

C. OTHER PLAN: other: Buyer hereby offers to purchase property in
1103 is condition and is aware of current water situation.

1. **SPECIAL USE.** This offer is void unless Buyers are permitted, under any existing zoning and building restrictions, immediately to make the following
conforming use of said real estate _____

2. **TAXES.** Sellers shall pay prorate share to September 1, 1988 on date of possession

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.)

3. **SPECIAL ASSESSMENTS.** (a) Sellers shall pay all special assessments which are a lien on the date of acceptance of this offer.

(b) If (a) hereof is stricken, then Sellers shall pay all installments of special assessments which, if not paid, would become delinquent the year this offer
is accepted, and all prior installments thereof.

All other special assessments shall be paid by Buyers.

4. **INSURANCE.** Sellers shall maintain 20,000 of fire, windstorm and extended coverage insurance until possession is given and shall
forthwith secure endorsements on the policies in such amount making loss payable to the parties as their interests may appear. Risk of loss from such hazards
is on Buyers only when and as soon as (1) this offer is signed by both Sellers and Buyers and (2) upon performance of this paragraph by Sellers, and (3)
after a copy hereof is delivered to Buyers. (See also paragraphs 19 and 20.) Buyers, if they desire, may obtain additional insurance to cover such risk.

5. **POSSESSION.** If Buyers timely perform all obligations on or before the 1st day of September 1988, possession shall
on said date be delivered to Buyers, with adjustments of rent, insurance and interest as of date of transfer of possession. If Buyers are taking subject to
right of Leases, so indicate by "Yes" in the space following: _____; in which event, Sellers shall forthwith produce any written lease or leases on
said premises for examination, and assignment.

6. **FIXTURES.** (a) All personal property that integrally belongs to or is part of said real estate, whether attached or detached, such as light fixtures
(including fluorescent tubes but not incandescent bulbs), shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached
linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment other than window type, door chimes,
built-in items and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs and plants, shall be considered a part of real
estate and included in this sale except _____ (Rented items?)

(b) Wall to wall carpeting fastened to floor or walls shall _____ be a part of and included in this sale;

(c) Outside television towers and antenna shall _____ be a part of and included in this sale.

* **7. ADDITIONAL PROVISIONS.** This offer is made subject to the additional terms and provisions of Paragraphs 10 to 22, inclusive, printed on the
reverse side hereof, without requirement of additional signatures, but Paragraph 23, or any additional provisions, or any changes of said Paragraphs 10 to 22,
inclusive, other than the insertion of the amount of insurance in Paragraph 20, shall require the additional signatures of the parties on the reverse side hereof.

8. **PURCHASE PRICE.** It is agreed that at time of settlement, funds of the purchase price may be used to pay taxes, other liens and to acquire out-
standing interests, if any, of other parties.

9. If this offer is not accepted by Sellers on or before July 28 1988, it shall become null and void and all payments shall
be repaid to the Buyers.

Buy _____ Buyer's Wife or Husband

Address _____ Phone _____

The foregoing offer is accepted this 28th day of September 1988

Seller Earlham Savings Bank _____ Seller's Wife or Husband
Vice President

Address EARLHAM SAVINGS BANK _____ Phone _____
EARLHAM, IOWA 50072

EXHIBIT 1011110001
EXHIBIT 21111002 10001

ADDITIONAL PROVISIONS

The foregoing offer is subject to the following further conditions and provisions:

10. STATUS QUO MAINTAINED. Said real estate (and any personal property contracted for) as of date of this offer, and in its present condition will be preserved and delivered intact at the time possession is given. Except, however, in case of loss or destruction of part or all of said premises from causes covered by the insurance thereon, Buyers agree to accept such insurance recovery (proceeds to be applied as the interests of the parties appear) in lieu of that part of the damaged or destroyed improvements and Sellers shall not be required to repair or replace same. Buyers shall thereupon complete the contract and accept the property. (See paragraphs 4 and 20.)

11. ABSTRACT AND TITLE. Sellers shall promptly continue and pay for the abstract of title to and including date of acceptance of this offer, and deliver to Buyers for examination. The abstract shall become the property of the Buyers when the purchase price is paid in full, and shall show merchantable title in conformity with this agreement, the land title law of the State of Iowa and Iowa Title Standards of the Iowa State Bar Association. Sellers shall pay costs of additional abstracting and/or title work due to act or omission of Sellers, including transfers of death of Sellers or assigns.

12. DEED. Upon payment of purchase price, Sellers shall convey title by _____ warranty deed, with terms and provisions as per form approved by the Iowa State Bar Association, free and clear of liens and incumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

13. FOR THE SELLERS: JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE. If, and only if, the Sellers, immediately preceding this offer, hold the title to the above described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Sellers (1) then the proceeds of this sale, 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 (2) Buyers, in the event of the death of either Seller agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller consistent with paragraph 11, above; unless and except this paragraph 13 is stricken from this agreement.

13 1/2. "SELLERS." Spouse, if not a titleholder immediately preceding this agreement, 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 681.12 I.C.A.; 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 thereof, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

14. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

15. REMEDIES OF THE PARTIES — FORFEITURE — FORECLOSURE — REAL ESTATE COMMISSIONS:

(a) If Buyers fail to fulfill this agreement, the Sellers may forfeit the same as provided in the Code of Iowa, and all payments made hereunder shall be forfeited. To the extent in amount of any real estate commission owing by Sellers on account of this transaction all payments made hereunder shall be paid by the Seller to the person entitled, in full discharge of Sellers' obligation for such commission.

(b) If Sellers fail to fulfill this agreement, they shall nevertheless pay the regular real estate commission, if any be due, to the person entitled, but the Buyers shall have the right to have all their payments made hereunder returned to them.

(c) In addition to the foregoing remedies, Buyers and Sellers each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

16. EQUITY. If Buyers assume or take subject to a lien on this property, or are purchasing an interest of an equity holder, the Sellers, or their Broker, or Realtor, shall furnish Buyers with a statement, or statements, in writing from the holder of such lien or interest, showing the correct and agreed balance or balances.

17. If this instrument is to be followed by or to be replaced by an installment real estate contract, same shall be as per terms and provisions of the Official Form of the Iowa State Bar Association now in effect, but conformable to this instrument.

18. ALLOCATION OF VALUE OF ASSETS. Buyers and Sellers shall cooperate to make a reasonable allocation of values for the assets herein purchased; but failure to reach an agreement shall not in any manner delay or invalidate this contract or its performance.

19. APPROVAL OF COURT. If this property is an asset of any estate, trust or guardianship, this contract shall be subject to Court approval, unless declared unnecessary by the Buyers' attorney. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event the Court Officer's Deed shall be used.)

20. INSURANCE POLICIES. If Buyers purchase on installment contract, they shall, at their own expense, after possession, keep in effect fire, windstorm and tornado insurance, with extended coverage, for the benefit of the parties hereto, in an amount not less than the unpaid balance of the purchase price, or _____, whichever may be less. The policies shall be delivered to the Sellers. (See also paragraphs 4 and 10.)

21. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the respective parties.

22. Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

23. OTHER PROVISIONS. (Personal Property?)

Waiver of Right to Purchase by Prior Owner: This offer is subject to provisions of Section 524.510 of the Code of Iowa 1987, requiring this seller to offer to the prior owner the right to repurchase the property under the same terms and conditions as this offer. In case prior owner exercises the right to purchase on same terms and conditions as set forth in this offer, this offer shall be null and void and all moneys paid hereunder shall be returned to Buyers.

Ronald G. Baird
Vice President
EARLHAM SAVINGS BANK
EARLHAM, IOWA 50072
Sellers' Address

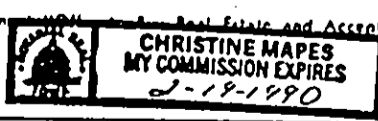
BUYERS

Buyers' Address

STATE OF IOWA, Madison COUNTY, 551
On this 28 day of July, A. D. 1998
personally appeared Ronald G. Baird and

before me, the undersigned, a Notary Public in and for said County and State.

I am known to be the identical persons named in and who executed the within and foregoing instrument, and I hereby certify that they executed the same as their voluntary act and deed.



*See Code §384.65(5)
Christine Mapes
Notary Public in and for said County and State

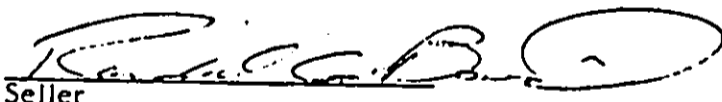
Optional provisions: (a) Buyers understand that there is a mortgage of record with present balance of approximately \$_____ payable to _____ which mortgage is to be timely paid by Sellers, (b) If Buyers, before paying _____% on the principal or total price of this sale, shall sell or assign their interest in this instrument, or in the real estate therein described, without the written consent of Sellers, which consent shall not be unreasonably withheld, the whole amount due herein, at the option of Sellers, shall immediately become due and payable. (Caveat: If such an accelerating clause is used, consider whether you have elected to proceed by foreclosure rather than by forfeiture.) (c) Buyers will _____ purchase Sellers existing insurance mentioned in numbered paragraph 4, above, and pay pro rata for the unexpired portion of said policies, as of and after date of possession.

EXHIBIT A

A parcel of land described as commencing at the Northwest (NW) corner of the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section One (1), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M., running thence East 26 rods, thence South 37 rods, thence West 26 rods, thence North 37 rods to the place of beginning, Madison County, Iowa, and containing 6.0125 acres.

SUBJECT to a perpetual easement for the use, operation, inspection, flushing, repair, maintenance and reconstruction of an existing sanitary and storm sewer line servicing the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (SW¼ SW¼ SW¼) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa. This easement shall be a covenant running with the dominant and servient tracts of land.

Buyer _____


Seller

EARLHAM SAVINGS BANK
EARLHAM, IOWA 50072

Return to:

EARLHAM SAVINGS BANK
EARLHAM, IOWA 50072