

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 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 ADDITIONAL PROVISIONS ATTACHED

Dated this 27 day of August, 1987.

Matthew Allen
Matthew Allen
Brenda Allen
Brenda Allen
BUYERS

Mike A. Banks
Mike A. Banks
Jean K. Banks
Jean K. Banks
Winterset, Iowa 50273
SELLERS
Sellers' Address

JO ANN ALLEN
Winterset, Iowa 50273
Buyers' Address

STATE OF IOWA, COUNTY OF MADISON, ss.

On this 27 day of August, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Mike A. Banks and Jean K. Banks

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.

Jo Ann Allen
Jo Ann Allen, Notary Public in and for Said State.

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

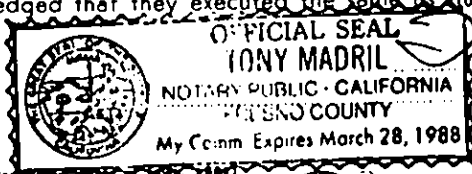
CALIFORNIA STATE OF ~~IOWA~~ Calif 9-27-87 COUNTY, ss: Iowa

On this 25 day of Sept A. D. 1987 before me, the undersigned, a Notary Public in and for the State of ~~IOWA~~, personally appeared Mike A. Banks

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



IOWA STATE BAR ASSOCIATION Official Form No. 11



Tony Madril 9-27-87 Notary Public in and for the State of ~~IOWA~~ California

(Section 888.38, Code of Iowa)

PROPERTY DESCRIPTION

That portion of the former right of way of the Chicago, Rock Island and Pacific Railway Company which is included in the West 195.5 feet of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Thirty-three (33) in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

AND

All that part of the West 195.5 feet of the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Thirty-three (33) in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, except the North 50 feet thereof, which lies North of the right of way of the Chicago, Rock Island and Pacific Railway Company.

ADDITIONAL PROVISIONS

IT IS UNDERSTOOD AND AGREED that at the present time the Union State Bank of Winterset, Iowa, holds a first mortgage on the real estate herein involved on which there is a balance due of \$25,485.24 as of the date of this contract. Said mortgage provides for monthly payments of \$265.00 per month including interest at 11% per annum. Said mortgage further provides that on April 1, 1990, and each three (3) years thereafter, the interest rate will be adjusted and the monthly payments will be increased or decreased to reflect any change in interest rates.

Buyers agree to pay Sellers the sum of \$265.00 per month commencing September 1, 1987, said payments to be adjusted in accordance with any change in interest rates under the provisions of the Union State Bank mortgage.

Buyers will also pay Sellers the sum of \$500.00 on December 1, 1987, and the sum of \$500.00 on the first day of each third month thereafter until twenty-one (21) payments of \$500.00, or a total of \$10,500.00 is paid. The parties agree that there will be no interest on said sum of \$10,500.00 as long as the \$500.00 payments are timely made, but that Buyers shall pay interest at the rate of 11% per annum on any delinquent amounts payable under this provision of this contract.

Mike A. Banks
Mike A. Banks

Mathew Allen
Mathew Allen

Jean K. Banks
Jean K. Banks

Brenda Allen
Brenda Allen

SELLERS

BUYERS