E OF IOWA SE	Inst. No. 2069 Filed for Rec	cord this 16 day of April 19 90 at 3:00 PM Recording Fee 15.00 Mary E. Welly, Recorder, By
SON COUNTY,	Book 126 Page 563 R	Recording Fee 13 a UU Mary E. Welly, nachtan
<b>2069</b>	Parne	I man
	_	ONTRACT-INSTALLMENTS
IT IS AGREED	) thisday of	pril 1990, by and between Sam D. Smart and
Lorié Smart	t, husband and wife,	
	Shaha	Texas, of Rows, Sellers; and Harlan Lee Tomlinson and Mary Ann
of the County	usband and wife as ioir	nt tenants with full rights of survivorship and
	nts in common.	
That the Selle Premises, hereby	agree with the Sellers to Purcha:	agree to sell to the buyers, and the buyers in consideration of the ise the following described real estate situated in the County of
The West Ha Southwest Qu Southeast Qu Township Se	warter (SW 1/4) of section warter (SE 1/4) of the Noventy-five (75) North, Ro	it: t Quarter (NW $1/4$ ) and the North Half $(1/2)$ of the on Ten $(10)$ and the East One-fourth $(1/4)$ of the ortheast Quarter (NE $1/4$ ) of Section Nine $(9)$ in large Twenty-six $(26)$ West of the 5th P.m., Madison
may be below stat	assements and servient estates a	ppurtenant thereto, but with such reservations and exceptions of title a y if and as may be herein described or if and as an itemized list is a a terms and conditions following:
Farmers &	<u>Merchants State Bank, W</u>	aid properly the total of \$ 237,250.00 due and payable of
(a) DOWN PAYME	NT of \$ 20.819.14	RECEIPT OF WHICH IS HERESY ACKNOWLEDGED: and
1991, and on vided that a Principal sh Buyers acknown of a promiss promissory n	the first day of Januar Il interest and principa all bear interest at the wledge that Seller is in	as follows \$ 20,819.14 on the first day of January of each year thereafter until paid in full, pro- al shall be paid on or before January 1, 2011. be amortized rate of 7.25% per annum. Seller and andebted to Farmers & Merchants State Bank, by virtuality of the event that the interest rate of satinterest rate under this contract, and the annual ingly.
Apri	L	in their part shall be entitled to possession of said premises on the 6th daying as they shall perform the obligations of this contract. If Buyers are taking subject to the rigor possession, so indicate by "yes" in the space following ate taxes prorated to the date of possession.
and any unpaid taxes t Whoever may be respo such items not later the etherwise. {Decide, for yourself, i	hereon payable in prior years. Buyers shall p milblu for the payment of said taxes, and the on July 15 of each year. <b>Amy promettee of t</b> e if that formula is fair il Buyers are purchasin	pay any taxes not assumed by Sellers and all subsequent faxes before same become delinquist special assessments, if any, each year, shall furnish to the other parties evidence of payment was shall be based upon the texas for the year currently payable unless the parties of my a lot with newly built improvements.)
		essments against this property: (Strike out either (a) or (b) below.)
	I peid in the year 19 <u>90                                   </u>	s delinquent and all assessments payable prior thereto.
	IDATAI	argo heretofore assessed by any municipality having jurisdiction as of date of possession.
Buyers, except as a	bove stated, shall pay all subsequent special.	assessments and charges, before they become delinquent.
equity herein Should	Sellers fail to cay fluvers may pay any sur	lature against the said property shall be timely paid by Sellers so as not to prejudice the Buy ch sums in default and shall receive credit on this contract for such sums so paid. MORTGA y, and hereby reserve the right to at any time mortgage their right, title or interest

132-

such premises or to renew or extend any existing mortgage for any amount not exceeding 100 % of the then unpaid balance of the purchase price harein provided. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this contract. Buyers hereby expressly consent to such a mortgage and agree to execute and deliver all necessory papers to aid Sellers in securing such a mortgage which shall be prior and paramount to any of Buyers then rights in said property. DEED FOR BUYERS SUBJECT TO MORTGAGE. 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 said oremises; or Sellers, at their option, any time before Buyers have made such a mortgage commitment, may reduce or pay off such mortgage, ALLOCATED PAYMENTS. Buyers in the event of accurring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against soid premises, reserve the right, if reasonably necessary for their protection to divide or allocate the payments to the interested parties as their interests may appear. SELLERS AS TRUSTEES, Sellers agree that they will collect no money hereunder in excess of the amount of the encumbrance on the interest of Sellers or their assigns in said real estate; and if Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyers for the use and benefit of the Buyers. 6. INSURANCE. Except as may be otherwise included in the last sentence of paragraph 1(b) above, Buyers and from said date of possession, shall constantly keep in force, insurance, premiums therefor to be prepaid by Buyers (without notice or demand) against loss by fire, tornado and other hexards, casualties and contingencies as Seller may reasonably require on all buildings and improvements, now on or hereafter placed on said premises and any personal property which may be the subject of this contract, in componies to be reasonably approved by Sellers in an amount not less than the full insurable value of such improvements and personal property or not less than the undid purchase price herein whichever amount is smaller with such insurance payable to Sellers and Buyers as their interests may appear. BUYERS SMALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLERS for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair the loss if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

7. CARE OF PROPERTY. Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Buyers shall not make any material alteration in said premises without the written consent of the Sellers. Buyers shall not use or permit said premises to be used for any illegal purpose.

8. LIENS. No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.

9. ADVANCEMENT BY SELLERS. If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Sellers may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Sellers, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements, see narragent's shows?)

DEED\_RECORD\_\_126\_\_\_

100

10. JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE. If and only if, the Sellers immediately preceding this sale, hold the title to the above described properly in joint tenancy, and such joint tenancy has not later been destroyed by operation of lew or by acts of the Sellers, this sale shall to the above described properly in joint tenancy, and such joint tenancy has not later been destroyed by operation of lew or by acts of the Sellers, this sale shall be and continue not constitute such destruction and the proceeds of this contract, and any continuing end/or receptured rights of Sellers in said real estate, shall be and continued in Sellers as joint tenants with rights of survivorship and not as tenants in common; and Buyers, in the event of the death of one of such joint tenants, agree to pay any believe of the proceeds of this contract to the surviving Seller (or Sellers) and to accept deed solely from him or them consistent with paragraph is stricken from this agreement.

18Vs. "SELLERS." Spouse, if not titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of relinquishing all rights of dower, homesteed and distributive share and/or in compliance with section 561.13 Code of towe; and the use of the word "Sellers" in the relinquishing all rights of dower, homesteed and distributive share and/or in compliance with section 561.13 Code of towe; and the use of the word "Sellers" in the relinquishing all rights of dower, homesteed and distributive share and/or in compliance with section 561.13 Code of towe; and the word "Sellers" in the relinquishing all rights of dower, homesteed and distributive share and/or in compliance with section 561.13 Code of towe; and the word "Sellers" in the relinquishing all rights of dower, homesteed and distributive share and/or in compliance with section 561.13 Code of towe; and the word "Sellers" in the relinquishing all rights of dower, homesteed and distributive share and/or in compliance with section 561.13 Code of towe; and the word "Sellers" in the relinquishing all rights of dower, homesteed and distributive share and/or in compliance with section 561.13 Code of towe; and the word "Sellers" in the relinquishing all rights of dower, homesteed and distributive share and/or in compliance with section 561.13 Code of towe; and the word "Sellers" in the relinquishing all rights of dower, homesteed and distributive share and/or in compliance with section 561.13 Code of towe; and the word "Sellers" in the relinquishing all rights of dower, homesteed and distributive share and/or in compliance with section 561.13 Code of towe; and the word "Sellers" in the relinquishing all rights of the word "Sellers" in the relinquishing all rights of the word "Sellers" in the word "Sellers" in the relinquishing all rights of the word "Sellers" in the relinquishing all rights of the word "Sellers" in the relinquishing all rights of the word "Sellers" in the relinquishing all rights of the word "Sellers" in

13. TIME IS OF THE ESSENCE of this Agreement. Failure to promptly assert rights of Sellers herein shall not, however, be a waiver of such rights or a waiver of any asisting or subsequent default.

12. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any Deed made pursuant to this contract (See paragraph 13) shell be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Essuments of record, if any; (d) A reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Essuments of record, if any; (d) A reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Essuments of record; (d) A reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Essuments of record; (d) A reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Essuments of record; (d) A reservation or qualification EXCEPT: (a) Zoning ordinances; (d) Such restrictive covenants as may be shown of record; (c) Essuments of record; (d) A reservation or qualification EXCEPT: (e) Zoning ordinances; (e) Such restrictive covenants as may be shown of record; (e) Essuments of record; (e) Spokes (e) A reservation or qualification (e) Essuments of record; (e) Spokes (e) A reservation (e) A reserva

if not a titleholder, need not join in any warranties of the deed unless otherwise stipulated: (g) none (Mineral reservations of record?) (Lossoos?) (Interests of other parties?) (h) (Liens?) (Easements not recorded?)

13. DEED AND ABSTRACT, BILL OF SALE. If all said sums of money and interest are paid to Sallers during the life of this contract, and all other agree for performance by Buyers have been complied with, Sallers will execute and deliver to Buyers a. Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract; and Sallers will at this time deliver to Buyers an abstract showing merchantable title, in conformity with this contract. Such abstract shall begin with the government palent (unless pursuant to the lowe State Ber Association title standards there is a lesser requirement as to period of abstraction) to said premises and shall show title thereto in Sallers as of the date of this contract; or as of such earlier date if and as designated in the next sentence. the next sentence. ИКХОНИНК ХОГИНЕН ВИХОНИНК ЖИХИНИК ЖИМ ЖИМ ЖИМ ЖЕНИК ЖИМИКИМИ ВИМИКИМИ МИКИМИКИ ЯВГОК ТОКТОВИНИКИ В ПОВЕТИТЕЛЬНИКИ В ПОВ 

and deliver a Bill of Sale consistent with the terms of this contract. Sellers shall pay all taxes on any such personal property payable in 19\_\_\_\_\_, and all taxes there on payable prior thereto. \_\_examined the abstract of sitle to this property and such abstract is. 14. APPROVAL OF ABSTRACT. Buyers have.....

35.1. FORFETTURE. If Buyers (a) fail to make the payments atcressed, or any part thereof, as same become dua; or (b) fail to pay the taxes or special assessments 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 ments 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 (c) fail to beep the property insured; or (d) fail to beep 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 forfait and cantract as provided by law {Chapter 655 Code of lowe}. Upon completion of such forfaiture Buyers shall have no right of reclamation or compensation for money paid, or improvementh made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated demages for breach of this contract; and upon completion of such forfaiture, if the Buyers, or any other parson or parsons of said property, and/or as liquidated demages for breach of this contract; and upon completion of such forfaiture, if the Buyers, or any other parson or parsons of said property, and/or as liquidated demages for breach of this contract; and upon completion of such forfaiture, if the Buyers, or any other parson or parsons of said property, and/or as liquidated demages for breach of this contract; and upon completion of such forfaiture, if the Buyers, or any other parson or parsons of said property, and/or as liquidated demages for breach of this contract; and upon completion of such forfaiture.

18.2. PORECLOSURE. If Buyers fail, in any one or more of the specified ways to comply with this contract, as in (a), (b), (c), (d) or (e) of numbered pergraph 15.1 above provided. Sallers may upon thirty (30) days written notice of intention to accelerate the payment of the entire balance, during which thirty days such default or defaults are not removed, declare the entire balance hereunder immediately due and payable; and thereafter at the option of the Sallers this contract may then be foreclosed in equity and a receiver may be appointed to take charge of said premises and collect the rants and profits thereof to be applied as may be directed by the Court.

16. ATTORNEY'S PEES. In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the flee 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 fees.

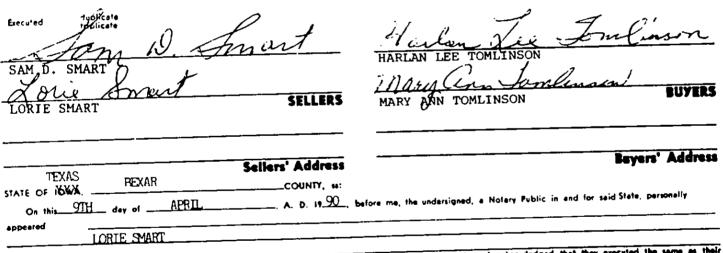
17. INTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disburse-

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 time of such notice be furnished with a duplicate of such assignment by such assignment. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this Contract.

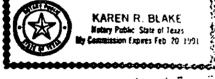
19. PERSONAL PROPERTY. If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such personalty shall be considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereof against all such personal property.

20. CONSTRUCTION. Words and phrases herein, including acknowledgments hereof, shall be construed as in the singular or plural number, and as mesculine, leminine or neuter gender, according to the contest. See paragarph 10½, above, for construction of the word "Sallers."

21. SPECIAL PROVISIONS.



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 voluntary act and december of the same as their voluntary act and december of the same as their voluntary act and december of the same as their voluntary act and december of the same as their voluntary act and december of the same as their voluntary act and december of the same as their voluntary act and december of the same as their voluntary act and december of the same as their voluntary act and december of the same as their voluntary act and december of the same as their voluntary act and december of the same as their voluntary act and december of the same as their voluntary act and december of the same as their voluntary act and december of the same as their voluntary act and december of the same as their voluntary act and december of the same as their voluntary act and december of the same act and d



Karen R Blake KAREN R. BLAKE Notary Public in and for said State TEXAS

Iowa STATE OF:

On the 7th day of April, A.D., 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Sam D. Smart, County of: Harlan Lee Tomlinson and Mary Ann Tomlinson, 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 voluntary act and deed.

Irene D.

IRENE D. NOLAN MY COMMISSION EXPIRES

1

NAME: SMART-TOMLINSON REAL ESTATE CONTRACT LOAN AMOUNT \$216,430.86

INTEREST RATE 7.25%
PERIOD (YEARS) 20

FIRST PAYMENT DATE: ANNUAL PAYMENT \$20,819.14

Pymt.					Interest	Principal	
No.		Da	te	Payment	Portion	Portion	Balance Due
				, _,			
1	1	1	1991	20,819.14	15,691.24	5,127.90	211,302.96
2	1	1	1992	20,819.14	15,319.46	5,499.68	205,803.28
3	1	1	1993	20,819.14	14,920.74	5,898.40	199,904.88
4	1	1	1994	20,819.14	14,493.10	6,326.04	193,578.84
5	1	1	1995	20,819.14	14,034.47	6,784.67	186,794.17
6	1	1	1996	20,819.14	13,542.58	7,276.56	179,517.61
7	1	1	1997	20,819.14	13,015.03	7,804.11	171,713.50
8	1	1	1998	20,819.14	12,449.23	8,369.91	163,343.59
9	1	1	1999	20,819.14	11,842.41	8,976.73	154,366.86
10	1	1	2000	20,819.14	11,191.60	9,627.54	144,739.32
11	1	1	2001	20,819.14	10,493.60	10,325.54	134,413.78
12	1	1	2002	20,819.14	9,745.00	11,074.14	123,339.64
13	1	1	2003	20,819.14	8,942.12	11,877.02	111,462.62
14	1	1	2004	20,819.14	8,081.04	12,738.10	98,724.52
15	1	1	2005	20,819.14	7,157.53	13,661.61	85,062.91
16	1	1	2006	20,819.14	6,167.06	14,652.08	70,410.83
17	1	1	2007	20,819.14	5,104.79	15,714.35	54,696.48
18	1	1	2008	20,819.14	3,965.49	16,853.65	37,842.83
19	1	1	2009	20,819.14	2,743.61	18,075.53	19,767.30
20	1	1	2010	20,819.14	1,433.13	19,386.01	381.29
21	1	1	2011	408.93	27.64	381.29	0.00

Mary ann Tumberson 4-7-90 Les Jombinson 4-7-90 Sam D. Smart Lorie Smart