

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 property in joint tenancy, and such joint tenancy has not later been destroyed by operation of law or by acts of the Sellers, this sale shall not constitute such destruction and the proceeds of this contract, 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 Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller (or Sellers) and to accept deed solely from him or them consistent with paragraph 13 below unless and except this paragraph is stricken from this agreement.

10 1/2. "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, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; 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, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

11. 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 existing or subsequent default.

12. EXCEPTIONS TO WARRANTIES OF TITLE. The warranties of title in any Deed made pursuant to this contract (See paragraph 13) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) A limited by paragraphs 1, 2, 3 and 4 of this contract; (e) Sellers shall give Special Warranty as to the period after-equitable title passes to Buyers; (f) Spouse if not a titleholder, need not join in any warranties of the deed unless otherwise stipulated; (g) none [Mineral reservations of record?]

(h) (Liens?) (Easements not recorded?) (Interests of other parties?) (Lessees?)

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 Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract; and Sellers will at this time deliver to Buyers an abstract showing merchantable title, in conformity with this contract. Such abstract shall begin with the government patent (unless pursuant to the Iowa State Bar Association title standards there is a lesser requirement as to 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 next sentence. Sellers shall also pay the cost of any abstracting due to any act or change in the personal affairs of Sellers resulting in a change of title by operation of law or otherwise. If any personal property is a part of this agreement, then upon due performance by Buyers, Sellers shall execute 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 thereon payable prior thereto.

14. APPROVAL OF ABSTRACT. Buyers have examined the abstract of title to this property and such abstract is 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 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 (c) 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 654 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements 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 damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

15.2. FORECLOSURE. 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 paragraph 15.1 above provided, Sellers 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 Sellers this contract may then be foreclosed in equity and a receiver may be appointed to take charge of said premises and collect the rents and profits thereof to 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 lien 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 disbursements.

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 assignors. 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 personally 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 masculine, feminine or neuter gender, according to the context. See paragraph 10 1/2, above, for construction of the word "Sellers."

21. SPECIAL PROVISIONS.

Executed duplicate
Sam D. Smart
Lorie Smart
SELLERS

Harlan Lee Tomlinson
Mary Ann Tomlinson
BUYERS

TEXAS
STATE OF IOWA
PEXAR COUNTY, IOWA

Buyers' Address

On this 7th day of APRIL, A. D. 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared LORIE SMART

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.



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

STATE OF: Iowa
County of: Warren

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, 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. Nolan



By _____ in _____ of _____ Record _____ By _____

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
1 1 1991

Pymt. No.	Date	Payment	Interest Portion	Principal 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 Tomlinson 4-7-90
Lee Tomlinson 4-7-90
Sam D. Smart
Lorie Smart