E. LIENS. No muchanics' lies 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, Selters 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 Selters, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements, see pargaraph 5 above.)

TOVs. "SELLERS." Spouse, if not titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose of nquishing all rights of dower, homestead and distributive share and/or in compliance with section 541.13 Code of lows; and the use of the word "Sollers" in the nquishing all rights of dower, homestead and distributive share and/or in compliance with section 541.13 Code of lows; and the use of the word "Sollers" in the natural properties 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 properties of in the sale proceeds, nor bind such spouse except as aloraseid, to the terms and provisions of this contract. 11. TIME IS OF THE ESSENCE of this Agreement. Failure to promptly essert rights of Sellers herein shell not, however, be a weiver of such rights or a ver 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 Suyers; (f) Spoese if not a titleholder, need not join in any warranties of the deed unless otherwise stipulated; (g)

(Mineral reservations of record?) (Lessees ?) (Interests of other parties?) (Liens 7) (Easements not recorded?) 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 agree for performance by Buyers have been complied with, Sellers will execute and deliver to Buyers a.... simple pursuant to and in conformity with this contract; and Sellers will at this time deliver to Buyers an abstra-this contract. Such abstract shall begin with the government palent (unless pursuant to the lowe State Bar Associ-to period of abstracting) to said premises and shall show title thereto in Sellers as of the date of this contract; the next sentence. His rounds upered the while while unimarke unimarke was asked while while the work of the course the x x x x x and deliver a Bill of Sale consistent with the terms of this contract. Settlers shall pay all taxes on any such personal property payable in 19 XX, and all taxes there on payable prior thereto. exemined the abstract of Little to this property and such abstract is... not. 14. APPZOVAL OF ABSTRACT. Buyers have NOT 15.1. FORFEITURE. If Buyers (e) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessts or charges, or any part thereof, tevied upon said property, or assessed against if, by any taxing body before any of such items become deliaquent; or
fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) felt to perform any of the agreements as herein
fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) felt to perform any of the agreements as herein
fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) felt to perform any of the agreements as herein
fail to keep the property in edition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and
cel this contract as provided by law (Chapter 55 Code of lows). Upon completion of such torfeiture Buyers shall have no right of reclamation or compassion
said property, and/or as iliquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or person
lib in possession of said real state or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so
the property and/or as itsuidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or person
to be in possession of said real state or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so
the property and/or as itsuidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or person
to be provided by law. 13.2. FORECLOSURE. If Buyers fail, in any one or more of the specified ways to comply with this contract, as in (e), (b), (c), (d) or (e) of numbered egraph 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 is such default or defaults are not removed, declare the entire balance hereunder immediately due and payable; and thereafter at the option of the Sellers contract may then be foreclosed in equity and a receiver may be appointed to take charge of said premises and collect the reats and profits thereof to 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 title herein of Sollers, 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 absolutely Buyers agree to pay reasonable attorneys fees. 37. 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 pursuants have been after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursa-18. ASSIGNMENT. In case of the assignment of this Contract by either of the parties, prompt notice shall be given to the other perties, who shall at the lime 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 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 mescalla inine or neuter gender, according to the context. See paragarph 10½, above, for construction of the word "Sellers." 21. SPECIAL PROVISIONS. SELLERS Hargaret Harfe hasper/ Michelle Millim BUYERS Michelle Silliman Elasper -E-Winterset, Iowa <u> 50273</u> Casper Buyers' Address ' Address Winterset, IA MADISON COUNTY, ss: A. D. 1189 before me, the undersigned, a Notary Public is and for said State, persons June Michelle Silliman Chad Silliman and to me known to be the identical persons named in and who executed the within and voluntary act and deed. Mecules the same IJ and the said State 70842 Deputy Deputy Records. ÷ texation Real Estate Contract 2 delivered è RECORDED RETURN Installments \mathcal{N} 9 : k P P books N ဥ and Auditor's Fee pexegui upon transfer 1.20 ₹ ģ Ē Entered DEED REC 56

EXHIBIT "A"

A parcel of land located in the East Half of the Northeast Quarter (1) of the Northeast Quarter (1) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th Principal Meridian, City of Winterset, Madison County, Iowa, more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter (1) of the Northeast Quarter (1) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., City of Winterset, Madison County, Iowa; thence North 89°33'00" West 347.00 feet; thence North 00°00'00" 211.00 feet to the Point of Beginning; thence South 89°38'31" West 92.80 feet; thence South 00°00'00" 77.70 feet; thence North 89°33'00" West 210.00 feet; thence along a fence, North 01°48'36" West 292.88 feet; thence South 89°33'00" East 312.05 feet; thence South 00°00'00" 213.65 feet to the Point of Beginning

STATE OF IOWA) SS MADISON COUNTY)

On this 9th day of June, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Gretchen M. Casper, Robert M. Casper, Margaret Marie Casper, John E. Casper and Winnie Casper 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.

STATE OF NORTH CAROLINA)

Orange County)

Deth Flanden

On this On day of Orme, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Sue Baker and Ronald Baker 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.

Kristy L. Whisnort) Kristy & Whisnard

Range Co, MC Notary Public in and for said State

_Notary Public in and for said State

my commission expires march 22, 1994.

