

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 herein. 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 561.13 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.**

~~SECRET~~

Dated: Dec 31, 19 90

Robert M Casper
Robert M. Casper
Margaret Marie Casper
Margaret Marie Casper
John E. Casper
John E. Casper

BUYERS

Buyers' Address

+ Harry B. Watts
Harry B. Watts
Larry Watts
LARRY WATTS
Laura M. Watts
Laura M. Watts

SELLERS

+ Harry B. Watts
Harry B. Watts, Trustee
H. M. Watts Living Trust Created U/A Dated 1-31-84

STATE OF IOWA, COUNTY OF MADISON, ss:

On this 31 day of Dec, 19 90, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry Watts and Laura M. Watts

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.

Jerrold B. Oliver

Notary Public in and for Said State.



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

STATE OF IOWA, MADISON COUNTY, ss:

On this 18th day of January, A.D. 1991, before me,

Robert M. Casper, Margaret
the undersigned, a Notary Public in and for the State of Iowa, personally appeared ~~Marie Casper, John E. Casper~~
to me known to be the person named in and who executed the foregoing instrument, and acknowledged that (he) (she)
executed the same as (his) (her) voluntary act and deed.



C. R. Bentz, Notary Public in and for said State.

IOWA STATE BAR ASSOCIATION
Official Form No. 173 (Trade-Mark Registered, State of Iowa, 1967)
This Printing January, 1968

(Section 558.39, Code of Iowa)

Acknowledgement: For use in case of natural persons acting in their own right

STATE OF FLORIDA:
:ss
PINELLAS COUNTY:

On this 31 day of DECEMBER, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Harry B. Watts, to me personally known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Candida A. Maggitt
Notary Public in and for said State and County

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: NOV. 14, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA:
:ss
PINELLAS COUNTY:

On this 31 day of DECEMBER, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Harry B. Watts, to me personally known to be the identical person named in and who executed the foregoing instrument, and acknowledged that such person, as such fiduciary, executed the same as the voluntary act and deed of such person and of such fiduciary.

Candida A. Maggitt
Notary Public in and for said County and State

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: NOV. 14, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

ITS - CASPER REAL ESTATE CONTRA

Description of Real Estate

Tract No. 1:

The East Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$), and the East Half ($\frac{1}{2}$) of the East Half ($\frac{1}{2}$) of the West Fractional Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Eighteen (18); and the South Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Seven (7); all in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT a tract described as follows: Commencing at the center of Section Eighteen (18), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; thence along the South line of the Northwest Quarter ($\frac{1}{4}$) of said Section Eighteen (18), South $90^{\circ}00'00''$ West 903.21 feet to the point of beginning; thence continuing along said South line South $90^{\circ}00'00''$ West 426.42 feet; thence North $00^{\circ}57'03''$ West 505.85 feet; thence North $90^{\circ}00'00''$ East 434.81 feet; thence South $00^{\circ}00'00''$ 505.79 feet to the Point of Beginning, said parcel of land containing 5.000 acres, including 0.437 acres of county road right of way. Sellers shall also construct a fence on the boundary line of said five-acre tract at their expense.

Tract No. 2:

The North Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Fifteen (15), and the East 2 acres of the North Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Sixteen (16), all in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

Tract No. 3:

The Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Fifteen (15), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT a parcel of land described as commencing at the Southeast corner of the Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Fifteen (15), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, thence North $0^{\circ}00'$ along the East line of said Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) 319.90 feet to the point of beginning; thence continuing North $0^{\circ}00'$ 993.10 feet to the North line of said Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$); thence North $90^{\circ}00'$ West 657.95 feet; thence South $0^{\circ}00'$ 993.10 feet; thence South $90^{\circ}00'$ East 657.95 feet to the point of beginning containing 15.0002 acres including 1.2258 acres of county road right-of-way.

Tract No. 4:

A parcel of land in the South Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Fifteen (15), and in the Northeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Twenty-two (22), all in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as: Beginning at the Northwest corner of the Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Fifteen (15), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; thence along the West line of said Southwest Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$), South $00^{\circ}00'00''$ East 517.24 feet; thence South $90^{\circ}00'00''$ East 1490.85 feet; thence South $01^{\circ}38'07''$ East 346.78 feet; thence South $16^{\circ}02'25''$ West 151.75 feet; thence South $07^{\circ}25'51''$ West 114.36 feet; thence South $17^{\circ}45'42''$ East 92.84 feet; thence South $40^{\circ}11'52''$ East 120.87 feet; thence South $46^{\circ}33'29''$ East 304.79 feet; thence South $23^{\circ}40'11''$ East 224.98 feet; thence South $59^{\circ}25'54''$ East 140.87 feet; thence South $29^{\circ}45'41''$ East 121.12 feet; thence South $05^{\circ}08'06''$ East 269.00 feet; thence South $90^{\circ}00'00''$ East 628.20 feet to the East line of the Northeast Quarter ($\frac{1}{4}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Twenty-two (22), Township Seventy-six (76) North, Range Twenty-seven (27) West; thence along said East line, North $00^{\circ}12'45''$ West 859.61 feet to the South Quarter ($\frac{1}{4}$) corner of Section Fifteen (15), Township Seventy-six (76) North, Range Twenty-seven (27) West; thence North $00^{\circ}06'49''$ East 1311.31 feet to the Northeast corner of the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of said Section Fifteen (15); thence along the North line of the South Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of said Section, South $89^{\circ}51'25''$ West 2695.09 feet to the Point of Beginning, containing 70.00 acres, more or less, including public road, and 69.61 acres, more or less, excluding public road. Bearings are based on the West line of the Southwest Quarter ($\frac{1}{4}$) of Section Fifteen (15), Township Seventy-six (76) North, Range Twenty-seven (27) West, which is assumed to bear South.