

**11/11/2011 Reason: CLARIFICATION and STIPULATION to THE 2007 REAL ESTATE CONTRACT**

On August 3, 2005 Rev. Terry J. Jobst suffered brain, neck, spine, and upper body injuries in a pickup truck vs. Semi Tractor and Tanker Trailer accident in Warminster, Pa. Terry Jobst CONFIDENTIAL MEDICAL REPORT CONCLUSIONS released to his family in Iowa on December 5, 2006 state the following: Reverend Terry Jobst sustained head, neck, and orthopedic spine injuries as a result of the 8/3/05 motor vehicle accident. Reverend Jobst was referred for neuropsychological evaluation and treatment to the Einstein Medical Brain Trauma Center to further clarify the diagnosis, prognosis, and treatment of his closed-head Traumatic Brain Injury and Post-Concussion Stress Syndrome at he sustained from the 8/3/05 accident. It is the opinion of Dr. John E. Gordon, PhD, ABPP, ABPN, Board Certified Clinical Neuropsychology and Neuropsychologist / Vocational expert Dr. Philip Spergel Ed.D that Rev. Terry Jobst is fully disabled and unemployable and should be remove to a quit familiar place of calm where he may be cared for by those who love him and know him if he is to survive as his PTSD is life threatening. Terry has been through hell. This finding was reached based on Dr. Spergel's and Dr. Gordon's comprehensive and extensive review of the written medical reports provided by those physicians and therapists treating Rev. Terry Jobst the past 16 months as well as Dr. Gordon and Dr. Spergel's own observation while conducting psychological, psychological, and vocational tests. Rev. Terry Jobst continued under the care of Dr. Stephanie Windgate-Gardner his Neuropsychologist at Einstein Medical Center - Moss Rehab, Dr. Dennis Bonner Physical Medicine and Rehabilitation Therapy of Levittown, and Doylestown Hospital Rehab & Wellness Center and his family doctors Dr. Elizabeth Cousens, Dr. Robert Topkis, and Dr. Stuart Topkis in Warminster, Pa.

Having sufficiently recovered enough via surgery, and months of rehab and therapy to be transferred by his medical team members in the Philadelphia metro area led by Dr. Dennis Bonner and Dr. Stephanie Windgate-Gardner his Neuropsychologist approved and transferred Rev. Terry J. Jobst care to Dr. Louis Schneider and Dr. Jeffery Greenfield respectfully. In March of 2007 Terry and his son Jesse Jobst, POA and care giver, rented from his mother Martha L. Jobst his childhood farm home. A new handicapped bathroom and 160,000 dollars of other updates were made to the old farm home and property. Jesse Jobst on behalf of his father discussed with his grandmother the purchase of the Dallas County Union Township 50 where upon he would build a new home and care for his father. In August of 2007 Terry Jobst received a \$310,000 from Hartford Insurance claim. This was a payment on an accident insurance policy that was a part of Terry's LC-MS Concordia Plan Service Pension, Retirement, Disability, and Accident Insurance benefit package that Gayle Jobst had purchased and funded for her husband sense 1998. The disability policy granted Rev. Terry Jobst an additional \$4,666 housing and care payment. Terry continued to employ his son Jesse to care for him in Iowa as Gayle Jobst remained in Warminster, Pa. employed as the Assistant to the Director of Warminster Township Free Public Library and head reference librarian. Terry's health insurance coverage was provided via Gayle's employment at the Warminster Township Free Public Library at the time of the accident. Now that Terry has a pre-existing health condition if Gayle L. Jobst were to change employers Terry may be unable to purchase health coverage.

On November 24, 2007, Martha L. Jobst, sold to her son, Terry the family farms, fulfilling her and her late husband Marvin Jobst desire that the family farm stay in the family and would be sold to Terry, Gayle, and Jesse for the value of the crop land as Terry and Gayle had farmed with Marvin and Martha in the 70's and 80s. The dilapidated farm home and rundown buildings were of little value to anyone other than Terry who needed to be in a familiar safe setting. The appraisal in fact shows the house and buildings negatively impacted the appraised value of the farm's net worth. Terry, Gayle, and Jesse would save Martha the expenses and heart ache of bulldozing the 5 acre homestead where she and Marvin had lived 40 years and raised 4 children. James Jobst and family had been in a car accident while visiting his mother Martha Jobst. Following his accident James Jobst requested financial assistant beyond his mother's cash on hand ability. Terry Jobst immediately gave a \$ 5,000 dollar gift to his brother Rev. James Jobst, also a Lutheran pastor, and Martha Jobst agreed to match it. Martha did not want to have to take a mortgage out on her farm to assist her son James so she made the decision to sell the Dallas County 50 to Terry, Gayle and Jesse and the Madison County farm and home that Terry and Jesse were renting to Gayle and Terry Jobst. A price was agreed upon to sell the farms.

It was Martha L. Jobst desire to treat all four of her children equally therefore the proceeds from the sale of the farms would be deposited monthly automatically into an interest bearing FDIC insured account in the Earlham Savings Bank.

The first \$100,000 FDIC insured account in the Earlham Savings Bank the next into a FDIC insured account into First State Bank in Stuart. Martha Jobst's will would forever reflect the principle and interest bearing bank savings account would be equally divided among Martha's four children upon her death if Martha did not exhaust the funds. The needs and terms were discussed with James Jobst, Jesse Jobst, Gayle Jobst, Terry Jobst, Mark Jobst, Martha Jobst, Jim Kress and Mrs. Young. The discussed sales were consummated according to good Christian stewardship principles so cash funds would be available to assist James Jobst and his family.

Martha L. Jobst, a single widower, as Seller, and Gayle. L. Jobst and her husband Terry J. Jobst, as Buyers, entered into an installment real estate contract with Terry J. Jobst's mother, Martha L. (Davis) Jobst, for the sale and purchase of the real estate legally described is as follows, to-wit:

The South west Fractional Quarter (1/4) of section eighteen (18), in Penn Township Seventy-seven (77) North, Range Twenty-nine (29) West of the Prime Meridian, Madison County, Iowa.

The said real estate contract was signed by Terry and Gayle Jobst on November 24, 2007, witnessed by Jesse and Mark Jobst, Dean Nelson and notarized by Mrs. Diane Williamson. Mrs. Young was absent as she had just given birth to a child. The contract was filed and recorded on February 19, 2008. Book 2008, Page 527. **The contract was paid in full on March 2, 2008.**

The 2007 recorded contract provides that a warranty deed for the Jobst farm real estate described in the caption here of was deliver to Nelson & Young Law Firm, the Escrow Agent of record, for delivery to Grantees when contract between said Seller and Buyers was fully performed. Gayle and Terry Jobst asked why the land sale had not been recorded in the Madison County Court house in December. Mrs. Young said with many children at home and a new baby she just had not gotten around to it. The farm sales were recorded in Dallas and Madison County until January 8<sup>th</sup>, 2008. In early February of 2008, Gayle and Terry Jobst notified Martha Jobst that she would pay off the farm mortgage and did so March 2, 2008. A requested for the Warranty Deed and Abstract was made every month for over a year. Nelson & Young Law Firm however failed to timely deliver the warranty deed and update of the Madison County Abstract to Gayle & Terry Jobst.

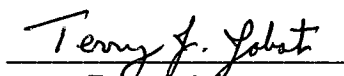
In April of 2009 Nelson & Young Law Firm final informed Gayle Jobst a mistake was made in the legal description and some other minor details in the 2007 farm sale contract. When Gayle questioned how Mrs. Young planned to fix her mistakes, Mrs. Young said, "Mark Jobst, Martha Jobst and I believe we have a solution so that you will not have to manage the family farm with all the new burdensome federal regulations that confuses even the best farmers and lawyers. Gayle reminded Mrs. Young that Terry and Senator Chuck Grassley wrote the constitution for Kosovo that was just granted their sovereignty in February 2008. Terry has a good grasp of farming and if he has a question he has the cell phone number of Charles Earnest Grassley and USDA Undersecretary his cousin Thomas Dorr. Mrs. Young said she would type up a letter and FedEx it overnight to Gayle and if Gayle could sign it where indicated and return it. Gayle was shocked when they opened the FedEx. The "ONLY REMEDEY" was for Gayle Jobst to sign a quick claim deeds saying to Gayle that Cheryl (Jobst) Sealine would contest the farm sale unless Gayle Jobst agreed to pay an additional \$281,250 to Martha Jobst for the 140 acre contracted farm as land values had increased.

A Breach of Contract had occurred. The Madison County farm would not be sold not for \$126,000 as agreed. The new asking price of \$407,250 was set by Martha L Jobst. Mrs. Young knew Terry Jobst had assigned to his son Jesse and wife Gayle Jobst Durable Property Power of attorney already in April of 2007 as Terry was undergoing a series of rehab and surgery to correct brain, neck, and spine injuries. The surgeries were successful and the Durable Property Power of attorney granted his wife was rescinded in March of 2009 a fact that Mrs. Young knew as Terry and Jesse were living in Iowa less that 7 miles from the Nelson & Young Law Firm Office. Why FedEx Gayle. If Mrs. Young had a fix she could have gone out to the farm and visited with Terry and Jesse. Terry Jobst never signed the quick claim deed in 2009. Samuel H. Braland had rejoined the law firm of Nelson and Young. Samuel H. Braland had served as best man in Mark Jobst wedding at which Terry Jobst Officiated. Sam H. Braland took over the matter to try and restore peace in the fine family he admired. Sam and Diane Williams both knew this fact when they asked Gayle Jobst to sign the Quick Claim deed in April of 2009. Therefore, the need for this "Come To Jesus" lay the cards on the table,

truth sharing REAL ESTATE CONTRACT STIPULATION and CLARIFICATION. Then Terry and Gayle Jobst would receive a loan from First State Bank on Saturday November 12, 2011. This was the morning of the Wedding of Mark Jobst daughter Sarah Jobst to Shawn Assman where all would be attending including Gayle L. Jobst who had flew in attend the wedding and sign a mortgage to the 40 acre homestead and buildings.

Gayle, Jesse, and Terry had no prior knowledge before Gayle arrived Nov. 11, 2011 that a REAL ESTATE CONTRACT STIPULATION and CLARIFICATION had been set up for 10:00am Friday Nov. 11, 2011 at Sam's office. In that meeting Sam asked how Terry and Gayle wanted the stipulation to read. Any reference or record of a Quick Claim deed signed by Gayle L. Jobst should not appear in the Jobst farm abstract. Terry Jobst remains very offended that a canceled Durable Property Power of attorney was filed and recorded by the Nelson & Young Law Firm in. These facts and errors were not discovered until Terry and Gayle Jobst read the abstract on Saturday November 12<sup>th</sup>, 2011. The quick claim recorded in 2009 gives the assumed common appearance that a contract for real estate was terminated unfulfilled and returned without refund to the seller unconditionally. This was not the case. Nelson & Young Law Firm errors and omissions cause great harm and trauma to Terry Jobst who suffers from Post-Traumatic Stress Disorder.

1. The parties stipulate that the Buyers Terry and Gayle Jobst timely paid all payments due the Seller Martha Jobst under the real estate contract. Again affirming the contract was paid in full on March 2, 2008.
2. The parties stipulate that there remains approximately 100 acres of real estate subject to the installment real estate contract between the parties dated March 24, 2009 and recorded on March 27, 2009 in Book 2009 Page 900, in the Office of the Recorder of Madison County, Iowa. The legal description of said 100 acres is as follows, to-wit: The Southwest Fractional Quarter (1/4) of Section Eighteen (18), in Penn Township Seventy seven (77) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M. Madison County, Iowa. The exception being rerecorded is the South 770 feet of the Southwest Fractional Quarter (1/4) of Section Eighteen (18), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5<sup>th</sup> Prime Meridian., Madison County, Iowa. (Approximately 30 acres of crop land 5 acres of waterway and creek with an additional 5 acres residential homestead, a farm house, garage, horse barn, machine sheds, steel grain bin, lawn and orchard with modern utilities, quality well, and cistern.
3. The parties stipulate that the purpose of this Stipulation and Agreement is to confirm; acknowledge, clarify and describe the 100 acres of real estate remain subject to sale under the real estate contract recorded Book 2008, Page 527 located, in the Office of the Recorder of Madison County, Iowa. The 40 acres described in the corrected warrantee deed granted by Martha L. Jobst today conveyed by the Seller Martha L. Jobst to the Buyer Gayle L. Jobst no longer remain subject to any contracts because payment in full for here before paragraphs described was made on March 2. 2008. The parties further stipulate that this stipulation and agreement does change the other conditions and terms of the real estate contract recorded in Book 2008, Page 527, Madison County Abstract 23618 the Jobst Farm entries 48, 49, 50 and entry 55 are correct. Madison County Abstract 23618 the Jobst Farm entries 51, 52, 53, and 54 are not correct and should not have been recorded or appear in the abstract. The public recording of this confidential information did great harm to Rev. Terry and Gayle Jobst reputation and standing in the community. A Correction to the Warranty Deed is being filed with this document and shall be kept in the Office of the Recorder of Madison County, Iowa, and added to the Madison County Abstract 23618 the Jobst Farm herewith.

  
Terry J. Jobst

  
Gayle L. Jobst

✓ **Return the Documents to Information Preparer:** Rev. Terry J. Jobst 1039 130<sup>th</sup> Street Dexter, Iowa 50070

 **ORIGINAL**