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FILED NO. 858
BOOK 120 PAGE 317

1985 OCT 28 PM 4:06

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $45.00

COLLATERAL ASSIGNMENT
OF
BUYER'S CONTRACT INTEREST

KNOW ALL MEN BY THESE PRESENTS, that on the 28th day of October, 1985, the undersigned, hereinafter referred to as "Assignor," for and in consideration of the sum of One Dollar and other good and valuable consideration to Assignor in hand paid by Valley National Bank, a national banking association, whose principal place of business is Sixth and Walnut, Des Moines, Iowa, hereinafter referred to as "Assignee," does hereby sell, transfer, and assign to the said Assignee, its successors and assigns, all of the right, title, and interest of Assignor as buyer in and to one certain real estate contract, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof. Said contract covers the following described real estate situated in Madison County, Iowa, to wit:

> The South Half (½) of the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Twelve (12), in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

This assignment is given as security for the payment of and the performance of all convenants, agreements, and the guarantee of Assignor for the prompt payment, when due, of all indebtedness and other obligations of every kind and nature owing from Frank L. and Carol E. Blakley to Assignee, whether owing now or at any time in the future, together with interest due thereon.

Assignor hereby grants Assignee a security interest under the Uniform Commercial Code of Iowa in and to the Assignor's interest in the contract.

It is understood and agreed that this Assignment shall not transfer any of the obligations of Assignor to Assignee, and that until the occurrence of any act or omission which is determined by Assignee in its sole discretion to constitute a default of contract to Assignee, the rents, issues, profits,

revenues, rights, and benefits as they become due may be paid to Assignor to retain, use, and enjoy the same. After the occurrence of a default as aforesaid, Assignee may enforce this Assignment by notifying Assignor by certified mail, postage prepaid, sent to Assignor. Whereupon Assignee may direct any or all of the tenants of the real estate herein described to pay to Assignee, its agents, or attorneys, such rents, issues, profits, revenues, rights, and benefits as may now be due or shall hereafter become due, and Assignee may collect the same.

Assignor hereby agrees to pay all taxes and assessments, general or special, upon or against any of the Property, before such taxes or special assessments become delinquent and agrees to pay, when due, all monies secured by liens or encumbrances that may be upon or against any of the Property and agrees to pay when due all amounts payable on the Contract. Assignor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Assignee may require and in such form and amounts and for such periods as Assignee may require; provided, that Assignee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Assignment. Assignor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

It is hereby expressly agreed by and between the parties hereto and made part of this Assignment that in the event of the nonpayment of any of said notes, obligations, and liabilities secured hereby in accordance with their terms or at maturity, whether such maturity be by acceleration or otherwise, or in the event of the failure of Assignor to keep and perform any of the conditions, stipulations, and covenants herein contained or required to be kept by the terms of any obligation secured hereby, that then the whole amount of principal and interest secured by this Assignment and then unpaid shall become due and payable absolutely, at the option of Assignee, its successors or assigns, and without notice to Assignor,

suit may be brought for the collection thereof, and for the foreclosure of this Assignment. It is further hereby agreed by and between the parties that Assignee, its successors or assigns, may, if it so elects, perform Assignor's obligations hereunder, including the payment of fees, insurance premiums, costs of repairs, taxes, the payment of amounts secured by encumbrances on the Property, and amounts necessary to perform Assignor's obligations under the Contract, and that any monies so expended shall become part of the obligations secured hereby in addition to the other notes and obligations secured hereby and shall draw interest at the same interest rate from date of such actual advancement by Assignee until repayment thereof to Assignee.

Assignor hereby agrees that in the event legal proceedings by foreclosure or otherwise are instituted to collect any of the notes or obligations or liabilities hereby secured, or in the event of the collection of any such notes or obligations by an attorney-at-law, that a reasonable attorney's fee and also the reasonable cost and expense of an abstract of title and title search shall be allowed and added to the debt secured hereby and become a lien upon all of the Property. Assignor agrees to pay such attorney's fees, abstract expense and title search expense, and such attorney's fees and expenses shall be taxed as part of the costs in any judgment or decree rendered in such proceedings.

Upon acceleration hereunder or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Assignee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property, and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured hereby. The receiver shall be liable to account only for those rents actually received.

If all or any part of the Property or any interest therein is sold or transferred without Assignee's prior written consent, Assignee may, at Assignee's sole option, declare all sums secured hereby immediately due and payable.

If the Property is less than ten acres in size and if Assignee waives in any foreclosure proceeding any right to a deficiency judgment against Assignor, then the period of redemption from judicial sale shall be reduced to six months. If the court finds that the Property has been abandoned by Assignor and if Assignee waives any right to a deficiency judgment against Assignor, then the period of redemption from judicial sale shall be reduced to sixty days.

Nothing herein contained shall be construed as making Assignee a mortgagee in possession, or as constituting a waiver or suspension by Assignee of its rights to enforce payment of the debt under the terms of the note.

This assignment and convenants and agreements herein shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignors have caused this instrument to be executed the day and year first above written.

Frank L. Blakley

Frank L. Blakley

Carol E. Blakley

Carol E. Blakley

STATE OF IOWA, POLK COUNTY, ss:

On this 28th day of October, A.D. 1985, before me the undersigned a Notary Public in and for the State of Iowa, personally appeared Frank L. Blakley and Carol E. Blakley to me known the be the identical persons in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL
KAROLYN J. WITT
MY COMMISSION EXPIRES
3-23-86

Karolyn J. Witt
Notary Public in and for the State of Iowa

My commission expires: 3-23-86

"EXHIBIT A"

IOWA STATE BAR ASSOCIATION
Official Form No. 21½ (Trade-Mark Registered, State of Iowa, 1967)

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

IND. V
REC. V
PAGE V

REAL ESTATE CONTRACT—INSTALLMENTS

IT IS AGREED this 1 day of August, 1980, by and between Barbara J. Sanders, single

of the County Polk, State of Iowa, Sellers; and Frank L. Blakley and Carol E. Blakley, husband and wife

of the County of Polk, State of Iowa, Buyers:

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to Purchase the following described real estate situated in the County of Madison, State of Iowa, to-wit:

The South Half (½) of the Southeast Quarter (¼) of the Southeast Quarter (¼) of Section Twelve (12); in Township Seventy-six (76) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa.

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked "Exhibit A" all upon the terms and conditions following:

1. TOTAL PURCHASE PRICE. The buyer agrees to pay for said property the total of $30,000.00, due and payable at 701 Loomis, Des Moines, Polk County, Iowa, as follows:

(a) **DOWN PAYMENT** of $1,000.00 **RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED;** and

(b) **BALANCE OF PURCHASE PRICE,** $29,000.00, as follows $

See Attached Addendum

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BOOK 214 PAGE 238
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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee 6.00

2. POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on the 1st day of August, 1980; and thereafter so long as they shall perform the obligations of this contract. If Buyers are taking subject to the rights of lessees and are entitled to rentals therefrom on and after date of possession, so indicate by "yes" in the space following

3. TAXES. Sellers shall pay all taxes due, pro rated to the date of possession.

and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not assumed by Sellers and all subsequent taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, each year, shall furnish to the other parties evidence of payment of such items not later than July 15 of each year. **Any proration of taxes shall be based upon the taxes for the year currently payable unless the parties state otherwise.**

(Decide, for yourself, if that formula is fair if Buyers are purchasing a lot with newly built improvements.)

4. SPECIAL ASSESSMENTS. Sellers shall pay the special assessments against this property: (Strike out either (a) or (b) below.)

(a) Which, if not paid in the year 1980, would become delinquent and all assessments payable prior thereto.

~~(b) Which are a lien on said property on the date of possession.~~
(Date)

(c) Including all sewage disposal assessments for overage charge heretofore assessed by any municipality having jurisdiction as of date of possession.

Buyers, except as above stated, shall pay all subsequent special assessments and charges, before they become delinquent.

5. MORTGAGE. Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Sellers so as not to prejudice the Buyers' equity herein. Should Sellers fail to pay, Buyers may pay any such sums in default and shall receive credit on this contract for such sums so paid. MORTGAGE BY SELLERS. Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage for any amount not exceeding _____% of the then unpaid balance of the purchase price herein 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 necessary 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 premises; 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 acquiring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said 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 unpaid balance under the terms of this contract less the total 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 as 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 hazards, 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 companies 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 unpaid purchase price herein whichever amount is smaller with such insurance payable to Sellers and Buyers as their interests may appear. BUYERS SHALL 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 pargaraph 5 above.)

DEED RECORD 120

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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.

10½. "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) As 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) _____ (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. This contract supersedes the previous written offer of Buyers to buy the above described property which was accepted by Sellers on the 15 day of July, 19 80. 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 1980, 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 656 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. It is agreed that the periods of redemption after sale on foreclosure may be reduced under the conditions set forth in Sections 628.26 and 628.27, Code of Iowa.

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 _____ percent per annum 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 personalty, then Buyer grants Seller a security interest in such personalty. In the case of Buyer's default, Seller may, at his option, proceed in respect to such personalty in accordance with the Uniform Commercial Code of Iowa and treat such personalty in the same manner as real estate, all as permitted by Section 554.9501(4), Code of Iowa.

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 paragarph 10½, above, for construction of the word "Sellers."

21. SPECIAL PROVISIONS.

Executed in duplicate

Barbara J. Sanders
Barbara J. Sanders — SELLERS

701 Loomis
Des Moines, Iowa
Sellers' Address

Frank L. Blakley
Frank L. Blakley
Carol E. Blakley
Carol E. Blakley — BUYERS

401 Little Beaver Drive
Grimes, Iowa
Buyers' Address

Please type or print names under signatures as per Sec. 558.5 Code of Iowa

STATE OF IOWA, Polk COUNTY, ss:

On this 1 day of August A. D. 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Barbara J. Sanders, Frank L. Blakley, and Carol E. Blakley

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.

CLARENCE STEMMER NOTARIAL SEAL Iowa

Clarence Stemmer
Notary Public in and for said County and State

Real Estate Contract Installments

TO

Entered upon transfer books and for taxation this _____ day of _____, 19__

By _____ Auditor _____ Deputy

Filed for record, indexed and delivered to County Auditor this 7 day of August, 1980 at 3:42 o'clock P M. and recorded in Book 114 of Madison County Records on page 238

Recorder's and Auditor's Fee $ 6.00 PAID

Mary E. Kelly Recorder

By _____ Deputy

WHEN RECORDED RETURN TO

Steve Blakley
Bankers Realty Co
740 Douglas, Suite 2
Des Moines, Iowa 50322

FILED NO. 186
BOOK 114 PAGE 240

1980 AUG -7 PM 3:43

MARY E. WELTY Fee
RECORDER
MADISON COUNTY, IOWA #900

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ADDENDUM TO REAL ESTATE CONTRACT

THIS ADDENDUM is made this 1 day of August, 1980, to a Real Estate Contract dated August 1, 1980, between Barbara J. Sanders, a resident of Des Moines, Iowa, hereinafter referred to as Seller and Frank L. Blakley and Carol E. Blakley, residents of Grimes, Iowa, hereinafter referred to as Buyers.

WITNESSETH:

THIS ADDENDUM is made for the purpose of further clarifying the referenced Real Estate Contract and to provide for additional terms which shall be binding upon the Seller and the Buyer in connection with the transaction in the referenced Real Estate Contract.

NOW THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged and each party intending to be legally bound, does hereby agree as follows:

1. REAFFIRMATION OF CONTRACT. Except as modified or expanded herein by this Addendum, the Seller and Buyers hereby reaffirm and ratify the terms and conditions of the referenced Real Estate Contract.

2. TERMS OF PAYMENT. As stated in the Contract, the purchase price of the described real estate is Thirty Thousand Dollars ($30,000). Said money shall be paid to the Seller as follows:

A. On the date of possession, the Seller shall receive One Thousand Dollars ($1,000) from the Buyer.

B. On the date of possession, the Buyer shall present to the Seller a promissory note for One Thousand Dollars

($1,000) which shall be made due and payable exactly one year following the date of possession. Said promissory note shall bear no interest.

C. The remaining Twenty-eight Thousand Dollars ($28,000) shall be paid to the Seller over a twenty-five year period. The unpaid balance shall carry an interest rate of eight percent (8%). Quarterly payments of Six Hundred Forty Eight and 33/100 Dollars ($648.33) shall be paid to the Seller. Said payments shall be first applied to interest and then to the principle. The quarterly payments shall commence on November 1, 1980, and shall continue each February 1, May 1, August 1, and November 1 of each year thereafter until the principle has been liquidated.

3. PREPAYMENT. Buyer shall have the right to prepay all monetary obligations under this contract either in full or in part. Prepayments shall be applied to principle and shall reduce the balance owing on this contract by the full amount of the prepayments.

4. Following the passage of one year from the date of possession, and if the Buyers are current on their quarterly payments, and upon receipt of Twenty-five Hundred Dollars ($2,500.00), the Seller shall deliver a Warrenty Deed to the Buyers for any one acre tract (from within the above described property) selected by the Buyers. Said Twenty-five Hundred Dollars ($2,500.00) shall be applied to principle and shall reduce the balance owing by that amount. The quarterly payments shall then be reduced by the appropriate amount to reflect this payment.

IN WITNESS WHEREOF, this Addendum to the referenced Real Estate Contract has been duly executed by the parties hereto on the day and year first above written.

SELLER

Barbara J. Sanders
BARBARA J. SANDERS

BUYERS

Frank L. Blakley
FRANK L. BLAKLEY

Carol E. Blakley
CAROL E. BLAKLEY

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this 1 day of August, 1980, before me the undersigned personally appeared Frank L. Blakley and Carol E. Blakley, to me known to be the identical persons name in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

CLARENCE STENNES Iowa NOTARIAL SEAL

Clarence Stennes
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 1 day of August, 1980, before me the undersigned personally appeared Barbara J. Sanders, to me known to be the identical person name in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

CLARENCE STENNES Iowa NOTARIAL SEAL

Clarence Stennes
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA