STATE OF IOWA, MADISON COUNTY, ss.

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Compared

IND. ✓
REC. ✓
PAGE ✓

for Release of assignment see Deed Record 139-210 Contract 116-624

ASSIGNMENT OF REAL ESTATE CONTRACT AS COLLATERAL FOR BANK LOAN

In consideration for any loan or loans which may be made by FARMERS & MERCHANTS STATE BANK of Winterset, Iowa, hereinafter referred to as the "Bank", to James D. Tracy and Dianna Mae Tracy, hereinafter referred to as "Assignors", and to secure and to provide for the payment of any and all such loans, and any and all notes which may be issued to evidence any such loan or loans, the Assignors hereby assign, transfer and set over to the Bank, all of their right, title and interest in a certain real estate contract between James D. Tracy and Dianna Mae Tracy, as Sellers, and Richard Stump and Janet Stump, as Buyers, together with all sums due and to become due thereon. See copy of said contract attached hereto.

the Buyers under said real estate contract, will hereafter be referred to as "Buyers".

1. Payment on Contract. It is understood that Buyers will make all payments due on the said real estate contract with Assignors to the Bank at its office in Winterset, Iowa. The Bank, in its discretion, may take any action or proceedings, either in its own name or in the names of the Assignors, or otherwise, which the Bank may deem necessary or advisable under the circumstances. It is expressly understood and agreed, however, that the Bank shall not be required or obliged in any manner to make any demand, or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present, or to file any claims, or to take any action to collect or enforce the payment of any amount or amounts which may be or become due or payable under the above-described real estate contract.

2. Application of Monies Received by Assignee. The Assignors agree that any and all monies received by the Bank from either the Buyers, the Assignors, or anyone else, by virtue of this Assignment, may be applied by the Bank toward the payment of any and all loans and any and all obligations that the Assignors have to the Bank. Application of amounts as between principal and interest and as between particular obligations is to be in the absolute discretion of the Bank. Any residue of such payments which remains after the payment in full of all such obligations, indebtednesses, and liabilities of the Assignors to the Bank shall be paid by the Bank to the Assignors.

3. Further Assurances. The Assignors further agree that they will, at any time, upon the request of the Bank, execute and deliver such further documents and do such other acts and things as the Bank may specify for the purpose of further assurances, or effecting the purposes of this assignment, and otherwise do any and all things and acts which the Bank may request in order to perfect this assignment.

4. Warranties. The Assignors hereby warrant that they are legally competent to make this assignment, that they have not transferred, or assigned, or encumbered the said real estate contract or any rights or interests therein, or any monies due or to become due or payable thereunder, and that no proceedings in bankruptcy or insolvency or otherwise at law and equity, which would affect their rights under the said real estate contract, are pending against them.

5. Benefits. The covenants and warranties that the Assignors set forth herein shall inure to the benefit not only of the Bank but of its successors and assigns.

6. Remedies. The rights and remedies of the Bank hereunder are cumulative and are not in lieu of but are in addition to any other rights and remedies which the Bank may have under the provisions of any promissory note or agreement, or otherwise.

DATED this 14th day of June, 1984,

James D. Tracy

Dianna Mae Tracy

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 14th day of June, 1984, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James D. Tracy and Dianna Mae Tracy, to me personally known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

JoAnn M. Houston
Notary Public in and for the State of Iowa

JO ANN M. HOUSTON

IOWA STATE BAR ASSOCIATION
Official Form No. 21 (Trade-Mark Registered, State of Iowa, 1967)

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

116-624

REAL ESTATE CONTRACT—INSTALLMENTS

IT IS AGREED this _____ day of April, 19 83, by and between James D. Tracy and Dianna Mae Tracy, husband and wife,

of the County of Madison, State of Iowa, Sellers; and Richard Stump and Janet Stump, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common.

of the County of Madison, 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:

19.96 Acres more or less including public roads, and
18.49 Acres more or less excluding public roads
Described on Exhibit "A" attached hereto and by this reference made a part hereof.

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 $ 65,000.00, due and payable at _____, Madison County, Iowa, as follows:

(a) **DOWN PAYMENT** of $ 10,000.00 **RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED:** and

(b) **BALANCE OF PURCHASE PRICE,** $ 55,000.00, *as follows* $ 482.70 ☒ **INCLUDING** _____ ☐ **PLUS** _____ **INTEREST** (or more at the option of the Buyers) (and more as may be increased by the provisions of the last sentence of this paragraph) on or before the 20th day of May, 19 83, and $ 482.70 ☒ **INCLUDING** _____ ☐ **PLUS** _____ **INTEREST** (or more at the option of the Buyers) (and more as may be increased by the provisions of the last sentence of this paragraph) on or before the 20th day of each and every **MONTH** thereafter until April 20, 1993, when all unpaid interest and principal hereunder become due and payable in full until all sums due under this contract are paid in full, ☒ **INCLUDING** _____ ☐ **PLUS** _____ interest on unpaid balances thereof at the rate of 10 % per annum, payable **MONTHLY** _____ from _____ date of possession until fully paid; said payments to be applied first to the interest then unpaid and next upon the balance of the principal. If indicated by "Yes" in the space following, or upon subsequent request by Sellers, Buyers shall on the said dates for payment each **MONTH,** _____ in addition to the said **MONTHLY** _____ payments, pay one-twelfth _____ of the annual taxes, annual special assessments and annual insurance to Sellers, as a trust fund, in amounts reasonably calculated by Sellers, for the timely payment of such items by Sellers to the extent of such fund not now. (Yes or not now)

2. POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on the _____ day of _____, 19_____; 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 tax installment due and becoming delinquent, if not paid by September 30, 1983 and sixty (60%) percent of the tax installment due March 31, 1984 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.)

[redacted]

(b) Which are a lien thereon as of April 20, 1983 (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 80 % 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.)

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[redacted] [redacted] [redacted]

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 _____ day of _____, 19_____. 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 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.

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 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 masculine, feminine or neuter gender, according to the context. See paragarph 10½, above, for construction of the word "Sellers."

21. SPECIAL PROVISIONS. Paragraphs 22, 23 and 24 on Exhibit "A" attached hereto are included as a part of this contract.

Executed duplicate triplicate

James D. Tracy
Dianna Mae Tracy **SELLERS**

Richard Stump 485-58-3911
Richard Stump
Janet Stump 478-68-7172
Janet Stump **BUYERS**

Please type or print names under signatures as per Sec. 535.8 Code of Iowa

Sellers' Address

Buyers' Address

STATE OF IOWA, Madison COUNTY, ss:

On this 22nd day of April, A. D. 19 83, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James D. Tracy and Dianna Mae Tracy, husband and wife,

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.

_____, 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_____

_____ Auditor

_____ Deputy

Filed for record, indexed and delivered to County Auditor this _____ day of _____ 19_____ at _____ o'clock _____ M., and recorded in Book _____ of _____ on page _____ of _____ County Records.

PAID

Recorder's and Auditor's Fee $_____

_____ Recorder

_____ Deputy

WHEN RECORDED RETURN TO

TRACY DESCRIPTION:

A parcel of land in the Southeast Quarter of the Southeast Quarter of Section 25, Township 74 North, Range 26 West of the Fifth Principal Meridian, Madison County, Iowa, more particularly described as: Beginning at the Southeast corner of Section 25, Township 74 North, Range 26 West of the 5th Principal Meridian, Madison County, Iowa; thence along the South line of the Southeast Quarter of the Southeast Quarter of said section, South 85°59'10" West 1317.18 feet to the Southwest corner of said Southeast Quarter of the Southeast Quarter; thence along the West line of said Southeast Quarter of the Southeast Quarter, North 00°34'11" West 660.00 feet; thence North 86°00'15" East 1323.73 feet to the East line of said Southeast Quarter of the Southeast Quarter; thence along said East line, South 00°00'00" East 660.00 feet to the Point of Beginning, containing 19.96 acres, more or less including public roads, and 18.49 acres, more or less excluding public roads.

Bearings are based on the East line of the Southeast Quarter of the Southeast Quarter, which is assumed to bear South.

Portable water tanks, electric stove and dishwasher included in sale.

22. Buyers may install new well or water system on property at any time, but no other major improvements costing more than Five Thousand Dollars ($5,000.00) shall be made or added to the property other than maintenance, without the prior written permission of Sellers.

23. In the event Buyers shall prepay part of the unpaid principal, monthly installments will be accordingly reduced on a thirty (30) year amortization schedule rate, but the final due date (10 years from date of sale) shall not be extended.

24. Sellers agree to move the present East-West fence near the north boundary line to the actual north boundary line.

EXHIBIT "A"