PURCHASE AGREEMENT

This Agreement made and entered into by and between McKee Funeral Homes, Inc. an Iowa corporation (hereinafter referred to as Seller), and Coughlin Funeral Homes, Inc. an Iowa corporation, (hereinafter referred to as Buyer).

WITNESSETH:

Sellers agree to sell to the Buyer and Buyer agrees to purchase from the Seller the business enterprise or enterprises known as McKee Funeral Home of Dexter, Iowa, and the McKee Funeral Home of Earlham, Iowa, all as an operating business or going concern, including the assets of said business or enterprise as hereinafter described on the following terms and conditions.

ARTICLE I

PROPERTY INCLUDED IN THE SALE

In addition to the business enterprise or enterprises hereinbefore referred to this sale shall specifically include the real estate legally described as:

> Lots Three (3) and Four (4) in Block Four (4) of Allen's Addition to the Town of Dexter, Dallas County, Iowa (tract A)

and the real estate legally described as:

> Lot Two (2) and Three (3) in Block Six (6) of Academy Addition to the Town of Earlham, Madison County, Iowa (tract B)

all buildings included and situated thereon, all the stock in trade, fixtures, equipment, tools, effects, and all other tangible and intangible assets of such business enterprise or enterprises including goodwill, the business name of McKee Funeral Home, all benefits and advantages of, and with respect to, said business enterprise or enterprises. The sale shall also specifically include the items set forth on Exhibit "A" attached hereto and made a part hereof, and, in addition thereto, the sale shall include complete morgue facilities including all embalming supplies, professional merchandise, chemicals and equipment necessary to constitute a fully equipped embalming room in the McKee Funeral Home in Dexter and in the McKee Funeral Home in Earlham, Iowa. This latter provision is for the specific purpose of including in the sale all of those items which go with or are a part of the business enterprise or enterprises but which are too numerous to mention.

FILED NO. 13
BOOK 50 PAGE 564
1982 JUL -2 PM 3:33
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $54.00

For Assignment of Annexed Contract to Earlham Savings Bank See Deed Record 50 Page 772 Reassignment - Deed Rec 54-181

For assignment of Contract by Grantee Bank to Earlham Savings Bank see Deed Record 51 page 654 Reassignment - Deed Rec 54-182

For assignment of Contract by Grantee Bank & Trust Co. to Grantee from McKee & Jones M. McKee see Deed Record 57-134

For assignment of Contract by Seller to Grantee in Contract to Grantee Trust see deed Rec 53-433

ARTICLE II

PURCHASE PRICE

The total purchase price for all of the property and items included in this sale allocated to each item as shown on Exhibit "A" shall be One Hundred Forty-four Thousand Dollars ($144,000.00), of which Five Thousand Dollars ($5,000.00) has been paid as earnest money to be held by Seller's attorney in his Trust Account until date of possession, receipt of which is hereby acknowledged by the Seller. Buyer agrees to pay the balance of One Hundred Thirty-nine Thousand Dollars ($139,000.00) to Seller at its business address or their residence or as otherwise directed by Seller or as hereinafter provided as follows:

Thirty-five Thousand Dollars ($35,000.00) on the date of possession;

One Thousand Eighty-six Dollars ($1,086.00) on the first day of September, 1982 and

One Thousand Eighty-six Dollars ($1,086.00) on the first day of each and every month thereafter until August 1, 1997 when all sums due hereunder shall be paid in full.

Until and including June 1, 1987 Buyer may, at its option, pay a part of the monthly payments by depositing a sum not to exceed Six Hundred Thirty Dollars ($630.00) per month in an interest-bearing account to be established by the Seller at the Earlham Savings Bank in Earlham, Iowa, which account shall be subject to the joint control of the Seller and the Buyer and require the signature of both Buyer and Seller for all withdrawals. Failure to deposit such amount or to pay said amount directly to Seller on or before the payment due date shall constitute non-payment of the monthly payment. All monies so deposited and interest earned thereon shall be the property of and distributable to or on behalf of the Seller. All amounts so deposited by Buyer shall be credited by Seller to principal or interest as if the amount had been paid directly to Seller.

On or before June 1st of each year disbursement of all amounts in said account at that date shall be made as follows:

The entire balance or Seven Thousand Five Hundred Thirty-seven Dollars and Fifty Cents ($7,537.50), whichever is less, shall be paid to Helen Dorothy Evans in payment of the Seller's annual obligation under the contract by and between Roy Elmer Evans and Helen Dorothy Evans and Erik Jon McKee and Joan McKee, dated the 20th day of May, 1974. All other amounts in said account on such day shall be disbursed to the Seller.

Buyer and Seller agree to sign all documents to make such disbursements.

Until June 1, 1987, all that part of the monthly payment of Buyer in excess of the sum deposited in the above referred to account shall be paid to the Seller and thereafter the entire monthly payment shall be paid to the Seller. Buyer shall forward to the Seller, along with the balance of the monthly payment, a duplicate deposit receipt for the amount deposited in the aforementioned account each month, which receipt shall show the date the deposit was made.

Buyer reserves the right to prepay any principal amount in multiples of One Hundred Dollars ($100.00) on any principal payment date without penalty and all prepayments by Buyer shall be credited by Seller to the unpaid principal balances.

ARTICLE III

INTEREST

Buyer agrees to pay interest from the date of possession upon the unpaid principal balance at the rate of nine and one-half percent (9 1/2%) per annum, payable monthly and all payments required hereunder shall be applied first to accrued interest and the balance, if any, to principal. In the event any payment due hereunder is not paid in full on or before the 10th day following the due date of such payment, Buyer agrees to pay a late payment charge of $25.00 for each non-payment of a monthly payment.

ARTICE IV

POSSESSION

Sellers agree to deliver possession of all items to be conveyed hereunder on or before the first day of August, 1982.

ARTICLE V

TAXES AND ASSESSMENTS

The Sellers agree to pay 1/12th of all real estate and personal property taxes payable in the fiscal year commencing July 1, 1983, any and all unpaid real estate or personal property taxes payable in any prior fiscal year and all special assessments for improvements installed at the date of this Agreement. The Buyer agrees to pay before they become delinquent all other subsequent real estate and personal property taxes or assessments against the items which are a subject of this contract. Proration of any taxes herein referred to shall be based upon the taxes actually payable in the fiscal year commencing July 1, 1983, and Buyer shall be responsible for notifying Sellers of the amount of its obligation with reference to the taxes payable in the fiscal year commencing July 1, 1983, and may, if Seller fails to pay the amount due, within thirty (30) days, pay such amount and reduce the next monthly payment by the amount so paid by Buyer.

ARTICLE VI

INSURANCE

From and after the date of possession Buyer shall constantly keep insurance in force, with the premiums thereon to be prepaid by Buyers, against loss by fire, wind, tornado, and other insurable hazards, casualties or contingencies in an amount equal to eighty percent (80%) of the full insurable value of the items which are a subject of this contract, or the balance owing under this contract, whichever is less. Insurance shall be maintained on all assets subject hereto, specifically including but not limited to all buildings, improvements, stock in trade, fixtures, equipment and inventory now on or hereafter placed on the premises to be conveyed and any other personal property which may be the subject of this contract. Such insurance shall be issued by companies to be reasonably approved by the Sellers and shall provide that the insurance shall be payable to the Buyers, the Sellers and until June 1, 1987 to Helen Dorothy Evans as their interest may appear. Buyer shall promptly deposit a copy of such insurance policies or other proof of insurance provided by the insurance company showing the property limits and including the loss payable clauses with

Sellers as further security for the payment of the sums due hereunder. In the event of a casualty loss is covered by insurance and the insurance proceeds, together with any other funds which may be furnished by Buyer be sufficient to pay for any repair or replace the items lost or damaged, the Buyer may under the supervision of Seller use the insurance proceeds to pay for any repair or replacement deemed reasonable or necessary by Buyer, provided such repair or replacement commence within sixty (60) days of the receipt of insurance proceeds. Otherwise, the proceeds shall be paid to Seller and applied to the principal then due and owing. In any event, such insurance proceeds shall stand as security for the payment of the obligations herein until the proceeds are expended for repair or replacement, or until payment is made to Seller all as herein provided.

ARTICLE VII

INVENTORY

Until the date of possession Sellers shall maintain a complete inventory of all items that are set forth in Exhibit "A" and at the time of possession Seller agrees to deliver to the Buyer all of the property listed in Exhibit "A" or similar property in the same amount, quality, value and condition. Thereafter Buyer agrees to maintain a comparable inventory of the property on said premises at all times until all sums due hereunder are paid in full with a first lien thereon or a security interest therein in Seller on all inventory items listed on Exhibit "A" except the motor vehicles, casket inventory, supplies and paper inventory until such security interest is released as herein provided.

ARTICLE VIII

ABSTRACT

Seller agrees at its expense, to forthwith to deliver to Buyer for their examination an abstract for each tract of real estate which is the subject of this contract, continued to the date of this contract and which shall show marketable title in accordance with the Iowa Title Standards. After examination by the Buyer the abstracts shall be returned to the Seller and held by Seller until delivery of the deed and any other necessary title transfer documents to Buyer. Seller agrees to pay for any additional

abstracting which may be made necessary by the acts, ommissions, death or incompetency of the Seller, Erik Jon McKee or Joan M. McKee, which may occur before the delivery of the deed and any other necessary title transfer documents. Upon payment of all sums due hereunder, the abstracts shall be delivered to and become the property of the Buyer.

It is agreed and understood that Seller is purchasing the property subject to this contract by virtue of an installment contract by and between Roy Elmer Evans and Helen Dorothy Evans and Erik Jon McKee and Joan M. McKee, dated May 20, 1974. In the event Helen Dorothy Evans consents to this sale prior to the possession date, Buyers agree they will make no title objections based upon such contract until final settlement. In the event Helen Dorothy Evans fails to consent to this sale or Seller fails to pay all sums due under and completes such contract on or before the possession date, then at the option of the Buyer this contract shall be null and void and all sums paid by Buyer shall be promptly returned to Buyer.

ARTICLE IX

TITLE TRANSFER

A. MOTOR VEHICLES:

On the date of possession Seller agrees to transfer the title to the 1969 Cadillac funeral coach and 1976 Mercury station wagon to the Buyer. Seller shall prior to date of such transfer cause the vehicles to be inspected as required by the laws of the State of Iowa and if repairs are required, make all repairs to said vehicle or vehicles necessary to have title transferred.

Buyer agrees that in the event either of the motor vehicles subject to this agreement is damaged or destroyed prior to the date of possession, Seller will repair and restore such vehicle within thirty (30) days or pay Buyer an amount equal to the value of the vehicle as shown on Exhibit "A". If the vehicle is subject to repair, transfer of title to such vehicle may be delayed until the vehicle is repaired which shall not be later than the thirty (30) day repair period provided in this paragraph.

B. REAL ESTATE:

Upon payment of all sums due hereunder to the Seller by the Buyer, Seller agrees to contemporaneously execute and deliver to the Buyer a warranty deed on the form now or hereafter prescribed by the Iowa State Bar Association, for the real estate which is a subject of this contract (and any other title transfer documents reasonably required or demanded by the Buyer for the personal property.) The warranty deed to be delivered by the Seller shall be subject only to liens, encumbrances, taxes and assessments permitted or payable by the Buyer, applicable zoning regulations and easements of record for public utilities and established roads and highways.

C. PERSONAL PROPERTY:

On the date of possession Seller agrees to execute and deliver a Bill of Sale transferring title of all of the personal property subject to this contract to the Buyer. Such Bill of Sale shall be subject to a security interest of Seller as herein provided.

ARTICLE X

SECURITY INTEREST

The Buyer agrees to execute a Uniform Commercial Code Financing Statement referring to all personal property described in Exhibit "A" attached hereto, except the motor vehicles, casket inventory and supplies and paper inventory, which financing statement shall be filed of record to secure the purchase price. It is expressly agreed by the Seller that the Buyer shall have the right to sell or dispose of any equipment or personal property covered by the financing statement provided such equipment or personal property is replaced with property having a similar value at the time of said replacement and that the replacement personal property and inventory shall be subject to the financing statement filed of record by the Seller. The security interest shall be released and the financing statement terminated upon demand by Buyer at any time after the unpaid principal balance hereunder is less than Sixty-five Thousand Dollars ($65,000.00). Buyer shall have no responsibility for filing the financing statement or renewal thereof or otherwise perfecting Seller's security interest and the security interest

shall not attach to any personal property brought on the premises by Eugene D. Coughlin or Ila J. Coughlin unless such property is used to replace any equipment or personal property which is described or referred to in Exhibit "A" attached hereto, which was sold or disposed of under the provisions of this contract.

ARTICLE XI

FIXTURES

All personal property which integrally belongs to, or is a part of, the real estate, whether attached or not, such as wall to wall carpeting, light fixtures, electric service cables and apparatus, shades, rods, blinds, venetian blinds, awnings, storm and screen doors, windows and sashes, attached linoleum, plumbing fixtures, water heater, automatic heating equipment, air conditioning equipment other than window type, door chimes, built-in items, fencing and/or other attached fixtures, trees, shrubs, bushes and plants, are considered a part of the real estate and included in this sale except the stove, refrigerator, washer and dryer and the personal items belonging to Erik and Joan McKee or their family situated on the Dexter property (tract A), and the washer, dryer and personal items of the tenant or her family, situated in or on the Earlham property (tract B).

ARTICLE XII

RISK OF LOSS

Other than as provided in Article IX, the Seller assumes all risk of loss or damage due to fire or other casualty up to the date of possession.

If the destruction, loss or damage is such that the business of the Seller is interrupted or curtailed or the cost of replacement or repair of the property or items destroyed, lost or damaged exceeds $20,000.00, determined as hereinafter provided, then the Buyer at its option may (a) terminate this contract in which event all sums paid by Buyer shall be promptly returned to Buyer, or (b) accept the insurance recovery in lieu of Seller replacing or repairing the property or items so destroyed, lost or damaged.

If the cost of replacing or repairing property or items destroyed, lost or damaged is less than $20,000.00 but does not interfere with or curtail Seller's business then Seller shall at Sellers expense restore, replace or repair the items so destroyed, lost or damaged.

In the event Buyer and Seller cannot agree on the cost of replacing or repairing any property destroyed, lost or damaged then each party at their own cost shall obtain an estimate of the said cost and the average of the two estimates so obtained shall be used to determine whether the cost of replacing or repairing such property or items destroyed, lost or damaged is greater than or less than $20,000.00.

ARTICLE XIII

COVENANT NOT TO COMPETE

The Seller, Erik Jon McKee and Joan M. McKee covenants to and with the Buyer, its successors or assigns, that for a period of —20— (twenty) EDT IAC. Jam Eq. Im. years from and after the date of possession they individually or collectively will not, directly or indirectly, either as a principal, agent, manager, employee, owner, partner, stockholder, director or officer of a corporation or otherwise, engage in any business similar to or in competition with the business enterprise hereby sold anywhere within five (5) miles of the geographic limits of the Towns of Earlham, Dexter, and Stuart, Iowa provided however, that the sale of monuments or activities related therewith shall in no event be considered a violation of this covenant.

ARTICLE XIV

USE OF SELLERS NAME

It is expressly agreed that Buyer shall have the right to use the name McKee Funeral Home for any period of time Buyer desires, but shall not have the right to use the corporate name McKee Funeral Home, Inc. It is further agreed that during the period of the covenant not to compete contained in Article XIII hereof Seller, Erik Jon McKee and Joan M. McKee shall not have the right to use the name McKee Funeral Home, and after the date of possession shall not have the right to use the corporate name McKee Funeral Home, Inc., except in connection with the liquidation, dissolution, termination and winding up of the affairs of McKee Funeral Home, Inc.

ARTICLE XV

RESPONSIBILITY FOR SERVICE, ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE

Seller specifically agrees to be responsible for and to pay all costs of operations, accounts receivable and outstanding obligations incurred by Seller prior to 12:01 A.M. August 1, 1982 and all costs incurred in connection with services arranged for or commenced prior to such time and date but completed by Seller after such time and date and further agrees to hold Buyer harmless from any loss or damage suffered by Buyer because of Seller's failure to pay such costs, accounts receivable or outstanding obligations.

The parties agree that Seller shall complete all services arranged for or commenced prior to 12:01 A.M., August 1, 1982 and shall be entitled to all accounts receivable, and/or monies due in connection with any such funerals or services arranged for or commenced by Seller prior to such time and dates.

In the event Seller, in connection with completing any funeral or service, should use any inventory, supplies or material belonging to Buyer or incur any costs which would thereafter be payable by Buyer, Seller agrees to reimburse Buyer for such inventory, supplies or material or such costs excluding any costs in connection with the use of either funeral home, the furniture or equipment therein or the motor vehicles.

Buyer shall be responsible for all services arranged for after 12:01 A.M. August 1, 1982, shall be entitled to all monies in connection therewith and shall pay all costs of whatsoever kind and nature incurred in connection with the operation of the business enterprise or enterprises thereafter.

ARTICLE XVI

ASSIGNMENT OF PRE-PAID FUNERAL ARRANGEMENTS

On the date of possession Seller shall provide Buyer a list of all prepaid funeral arrangements showing the names and total amount paid thereon, and shall assign and deliver any pre-paid funeral contracts or arrangements and all pre-paid monies on such contract or arrangements, to Buyer, and shall execute all instruments reasonably demanded by the Buyer with reference to such contracts or arrangements, including assignments of all accounts where such funds have been deposited.

ARTICLE XVII

PARTIES REMEDIES

If the Buyer fails to perform this Agreement time being made the essence of this Agreement, then Seller may forfeit this contract as provided by Chapter 656, Code of Iowa and all payments made or improvements made to the premises shall be forfeited, or, exercise any remedies provided by the Uniform Commercial Code to recover the personal property which is the subject of this contract, or Seller may declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this contract, in which event, Buyer agrees to pay the reasonable costs, attorney fees and any other expenses incurred by Seller. It is agreed that the period of redemption after sale of foreclosure may be reduced under the conditions set forth in Section 628.26 and 628.27, Code of Iowa. In addition thereto, each party shall have any other remedy provided by law or equity and the parties hereby agree that the party found in breach or default shall pay the reasonable costs, attorney fees and any other expenses incurred by the other party in pursuing such other remedy. It is further agreed that in the event of a breach or default by either party a receiver may be appointed upon proper application to any Court.

In no event shall the Seller exercise its right of forfeiture under Chapter 656 Code of Iowa with respect to any breach of this contract or non-performance of any provision of this agreement except those proved in Article II, Article V, Article VI or Article XXII hereof unless and until it has notified Buyers in writing of the alleged breach or non-performance and extending Buyer a reasonable time in which to make performance or remove the breach.

ARTICLE XVIII

MISCELLANEOUS

A. TERMITES

Seller agrees to have the Dexter and Earlham properties inspected by a person or firm licensed by the State of Iowa, or approved by Buyer, within the fourteen (14) days prior to the date of possession and furnish Buyer a certificate issued by such person certifying each premises to be free of termite infestation. If such infestation is found by said inspection Seller agrees at its expense to free such premises from such active termite infestation.

B. BULK SALES LAW

Buyer has agreed to Seller's request that it not comply with the Bulk Sales law of the State of Iowa. Seller therefore agrees to indemnify and hold the Buyer harmless from any and all loss, damage or expense which may be suffered by the Buyer as a result of the Seller's non-compliance with the Bulk Sales Law of the State of Iowa.

C. PURCHASE OF ASSETS ONLY

Seller and Buyer agree that the Buyer is buying only the assets of the McKee Funeral Home of Dexter and McKee Funeral Home of Earlham, Iowa as a going concern but is not purchasing the actual corporate entity of McKee Funeral Home, Inc. for any stock therein. It is agreed that the name of the McKee Funeral Homes, Inc. shall be changed or such corporation shall be liquidated and dissolved.

D. SIGNATURES

The execution of this Agreement by Erik Jon McKee, Joan M. McKee, Eugene D. Coughlin and Ila J. Coughlin is as guarantors of this Agreement and each party so signing this Agreement does hereby agree with all other parties signing this Agreement that they shall guarantee the performance of the contract and payment of the purchase price by the corporate entity in which they are stockholders, officers or directors or to which they are related. Erik Jon McKee and Joan M. McKee by the execution hereof agree to be bound by the provisions of Article XIII hereof.

E. NOTICES

All notices hereunder except those provided for, in Chapter 656 Code of Iowa, shall be served on the other party by mailing said notice addressed to their last known address by certified mail or in accordance with the Iowa Rules of Civil Procedure.

F. EMERGENCY

In case of emergency or in the absence of Seller, Buyer may take any and all action deemed necessary by Buyer to protect or preserve the property even though such action to be taken by Buyer would otherwise require notice to or consent of Seller. Buyer shall give notice of said action to Seller as soon as practicable thereafter.

ARTICLE XIX

ASSIGNMENT

Buyer shall not assign this contract or any portion thereof without the written consent of the Seller which consent shall not unreasonably be withheld.

ARTICLE XX

INSPECTION BY BUYERS

Buyer hereby asserts and declares that they have had every opportunity to investigate and inspect and have investigated and inspected the property to be conveyed hereunder and that they are purchasing the said property voluntarily on their own judgment and that they are not relying on anything other than their own judgment and the representations and warranties herein contained.

ARTICLE XXI

SELLERS WARRANTIES AND REPRESENTATIONS

Seller warrants and represents to the Buyer:

1. It is the owner of, has good and sufficient marketable title to the premises and assets herein described or referred to, except for the contract interest of Helen Dorothy Evans as herein disclosed, has full power and authority to enter into this contract and transfer the premises and assets herein described or referred to without the consent or approval of any public agency or official or any other person other than those who have executed this contract.

2. It holds a valid funeral home license issued by the State of Iowa, Board of Mortuary Science Examiners.

3. It has not entered into any contract or agreement to sell assign or otherwise transfer, mortgage, pledge otherwise encumber, create a lien on or in or a charge against any item or asset which is the subject of this purchase agreement or which would interfers with or prevent the sale of those items or assets as herein provided.

4. It has complied with all laws, statutes, ordinances, rules or regulations adopted by any government entity or agency thereof relating to the operation of Seller business or the conduct thereof, the operation of a funeral home or the use of the Dexter and Earlham premises as a funeral

home including but not limited to those pertaining to fire, building, zoning or safety and the premises upon which or in which the funeral homes are operated complies with all such laws.

5. The items or assets which are a subject of this purchase agreement is not subject to any pledge, mortgage lien, encumbrance or conditional sales contract of any kind except as disclosed herein.

6. All public utilities enter the premises herein conveyed from an adjoining public street or right of way or valid easements.

7. All Buildings and structures situated on the premises herein conveyed are structurely sound, are not subject to any limitations upon their use, except as provided in any applicable zoning ordinances, do not require a special permit to be used as a funeral home and all heating, cooling, mechanical and electrical equipment therein are in good working order.

8. The motor vehicles described in Exhibit "A" are in good working order.

9. No eminent domain or condemnation proceedings which would affect the premises are now pending nor have any such proceedings been threatened.

10. No actions or proceedings against Seller and/or which would materially or adversly affect the premises or the assets which are the subject of this agreement are pending before any Court or administrative agency nor have any such actions been threatened.

11. Up to the date of possession it will comply with all laws, statutes, ordinances, rules and regulations adopted by any governmental unit or agency thereof, which control regulate or relate to the conduct of Seller's business or the operation of a funeral home and will operate its business in accordance therewith, will take no action or permit any act which would violate the terms of this agreement, refrain from engaging in any act or conduct which would adversly affect its business or title to any assets described or referred to herein, will operate its business enterprise in its regular course and will not remove or dispose of any stock in trade, inventory or other asset except in the regular course and conduct of its busniness and reasonably maintain the premises and all assets described or referred to herein until the date of possession.

12. It has to the date hereof and will at all times hereafter abide by, comply with, pay all amounts due under and perform all conditions of the contract referred to in Article VIII hereof.

13 It will pay when due all taxes including but not limited to social security and income tax withheld by it as an employer, other social security and income taxes and unemployment taxes, which have accrued to the date of possession and pay when due all debts, charges and accounts due any creditor on the date of possession and for which it is liable and will hold Buyer harmless from any loss or damage resulting from or occasioned by its failure to pay such items.

14. That it will not permit any lien or other impediment resulting from its acts or omissions to attach to the premises or asset described or referred to herein.

15. It will notify Buyer of any information it receives prior to the date of possession which would change or affect any representations herein and at its own expense clear any violation of any law, statute, ordinance, rule or regulation of any governmental agency of which it is notified or advised prior to the date of possession or which it committed prior to the date of possession.

16. These representations and warranties shall survive the date of possession except that the representations and warranties relating to any matter where the Buyer's interest would be protected or achieve priority by the recording of this contract shall survive only the execution hereof.

ARTICLE XXII

CARE OF PROPERTY

Buyer shall not injure, destroy or remove the improvements or fixtures or make any material alterations thereof or therein without the written consent of the Sellers which consent shall not unreasonably be withheld. This provision shall not be construed to require Seller's consent for normal or routine maintenance or redecorating, such as painting, paneling, papering, incidental remodeling, reflooring and carpeting.

ARTICLE XXIII

BROKER

The parties state that neither has employed the service of a real estate broker or agent and that no broker or agents fee is due any broker or agent.

ARTICLE XXIV

SUCCESSOR AND ASSIGNS

The parties agree that the terms of this agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, devisees, legatees, successors in interest and assignees.

ARTICLE XXV

SINGULAR/PLURAL

It is agreed that the words and phrases herein shall be constructed as singular or plural and as masculine, feminine or neuter gender according to the context.

ARTICLE XXVI

This agreement supercedes all prior negotiations between the parties hereto and it is understood that this sale is not based upon any representations other than those herein contained.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 21 day of June, 1982.

BUYER

COUGHLIN FUNERAL HOMES, INC.

By Ila J. Coughlin, Pres
Ila J. Coughlin, President

By Eugene D. Coughlin
Eugene D. Coughlin, Secretary

Ila J. Coughlin
Ila J. Coughlin,
Individually and as Guarantor

Eugene D. Coughlin
Eugene D. Coughlin,
Individually and as Guarantor

SELLER

McKEE FUNERAL HOME, INC.

By Erik Jon McKee
Erik Jon McKee, President

By Joan M. McKee
Joan M. McKee, Secretary

Erik Jon McKee
Erik Jon McKee,
Individually and as Guarantor

Joan M. McKee
Joan M. McKee,
Individually and as Guarantor

STATE OF IOWA)
) SS
COUNTY OF)

On this 21 day of June, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ila J. Coughlin and Eugene D. Coughlin, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument was signed on behalf of its said corporation by authority of its Board of Directors; and that the said Ila J. Coughlin and Eugene D. Coughlin as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

NOTARIAL SEAL IOWA VIVIAN LAWSON MY COMMISSION EXPIRES 9/30/82

Vivian Lawson
Notary Public in and for the
State of Iowa

STATE OF IOWA)
)SS
COUNTY OF)

On this 21 day of June, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Eugene D. Coughlin and Ila J. Coughlin, 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.

NOTARIAL SEAL IOWA VIVIAN LAWSON MY COMMISSION EXPIRES 9/30/82

Vivian Lawson
Notary Public in and for the
State of Iowa

STATE OF IOWA)
) SS
COUNTY OF)

On this 21 day of June, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Erik Jon McKee and Joan M. McKee, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of its said corporation by authority of its Board of Directors; and that the said Erik Jon McKee and Joan M. McKee as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

NOTARIAL SEAL IOWA VIVIAN LAWSON MY COMMISSION EXPIRES 9/30/82

Vivian Lawson
Notary Public in and for the
State of Iowa

STATE OF IOWA)
)SS
COUNTY OF)

On this 21 day of June, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Erik Jon McKee and Joan M. McKee, 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.

NOTARIAL SEAL IOWA VIVIAN LAWSON MY COMMISSION EXPIRES 9/30/82

Vivian Lawson
Notary Public in and for the
State of Iowa

EXHIBIT"A"

The parties agree that the following items are specifically included in the sale and that the purchase price is allocated to each said item as follows:

Real Estate	Tract A	$ 52,000.00
Real Estate	Tract B	31,500.00
Goodwill		1,000.00
Inventory of 34 units at wholesale value		15,338.00
Supplies and paper inventory		1,150.00
Piano at Dexter location		2,100.00
Organ at Earlham location		3,400.00
Music System		3,000.00
Furniture, fixtures & Equipment, Utility trucks		2,400.00
Church Trucks		1,000.00
Chairs		3,000.00
Lamps		600.00
Prayer Rail/Caldelabra		400.00
One man cot, 2 each		400.00
Preparation Table, 2 each		1,200.00
Pressure Machine		1,000.00
Registration Stands (2 each)		400.00
Furniture		2,200.00
Instruments		1,512.00
Mortuary Equipment		9,700.00
Covenant Not to Compete		2,000.00
1969 Cadillac Funeral Coach		6,500.00
1976 Mercury Station Wagon		2,200.00
		$144,000.00

On the date of possession the casket inventory shall be inventoried to determine the actual wholesale value thereof and the total purchase price shall be increased or decreased by the amount the casket inventory actually is more than or less than $15,338.00. If the inventory is less than $15,338.00 the down payment shall be reduced by the difference. If the inventory is more than $15,338.00 the down payment shall be increased by the difference but in no event will any increase be in excess of $200.00.