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FILED NO. 1449
BOOK 46 PAGE 683

1975 OCT -8 PM 2:00

Fee #32.50 MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

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PAGE 6

AGREEMENT FOR THE SALE OF ALL ASSETS OF MAPLE LIN MANOR NURSING HOME

Agreement made this 31 day of August, 1975 between Norman D. McIntyre and Velma J. McIntyre, husband and wife, d/b/a Maple Lin Manor Nursing Home, of Earlham, Madison County, Iowa, hereinafter referred to as Seller, and Madison Developments, Inc., a corporation organized under the Laws of the State of Iowa, and having its principal office at Winterset, Madison County, Iowa, hereinafter referred to as Buyer.

In consideration of the mutual covenants herein, Seller and Buyer agree as follows, to-wit:

1. SALE OF BUSINESS.

For the sum of Twenty Thousand Dollars ($20,000.00) and Buyer further agreeing to assume the indebtedness to Earlham Industries and the Small Business Administration in the amount of $ 48,690.35, Seller shall sell, assign, and deliver to Buyer and Buyer shall purchase and accept, under the provisions hereinafter provided, all the assets and properties owned by Seller or in which Seller has any right, title or interest, of every kind and description, wherever located, including all property tangible or intangible and real or personal property, and good will, all as more specifically enumerated in Exhibit "A" attached hereto and made a part hereof by this reference as though fully set out herein which property is used in connection with the said Maple Lin Manor Nursing Home in Earlham, Iowa. Specifically excluded from this sale are the following items, to-wit: Two wall pictures, buffet, chest type deep freeze, filing cabinet, adding machine, typewriter, pop machine, coffee maker, desk and the right to use the name "Maple Lin Manor Nursing Home".

2. ALLOCATION.

The parties intend that the purchase price shall be allocated as follows, and each party agrees that each will report the allocation in this manner for all tax purposes.

A. Good Will $ 500.00.

B. Physical assets $ 108,190.35.

C. Inventory $ 4025.00.

D. Real Estate $ 5000.00.

E. Restrict Covenant $ 500.00.

F. Prepaid Insurance: $ 475.00.

3. CONTINUATION OF BUSINESS, POSSESSION, PAYMENT OF PURCHASE PRICE AND TAXES.

A. Continuation of business.

Buyer agrees to assume management of said business as of September 3, 1975, and in consideration therefore, Buyer shall be entitled to all profits and losses therefrom on and after said date.

B. Possession.

Seller agrees to give possession of said premises and assets on September 1, 1975.

C. Payment.

Buyer agrees to pay Seller the initial sum of $1,000.00 upon the exeuction of this Contract the receipt of which is hereby acknowledged and to pay the balance on or before September 3, 1975 upon the delivery of a merchantable abstract of title and Warranty Deed except for the indebtedness that is being assumed by Buyer which indebtedness is owing to the Small Business Administration and Earlham Industries.

D. Taxes.

Taxes on real and personal property, as well as any special assessments, shall be pro-rated between Seller and Buyer as of September 1, 1975. It is the intention of the parties hereto

that Seller shall be responsible for all of said taxes for the fiscal year 1974, the first half of which becomes delinquent September 30, 1975 and the second half of which becomes delinquent March 31, 1976. Seller shall also be responsible for one-third of first half of said taxes for fiscal year 1975, which taxes would become delinquent September 30, 1976. Seller also agrees to pay any unpaid taxes thereon payable in prior years. Buyer agrees to pay all subsequent taxes and assessments against said premises. The proration of said taxes shall be based upon the taxes for the year currently payable except that Seller agrees to deposit in escrow with his attorney, Leo Nopoulos, Dexter, Iowa, the sum of $500.00 to be used to pay any increase in taxes that might become due and owing for the period for which they are responsible but that have not been placed on the books of the Madison County Treasurer's Office at the time of closing.

4. Insurance.

Seller agrees to carry existing insurance until September 1, 1975 and Buyer agrees to accept the insurance recovery instead of replacing or repairing buildings or improvments or other physical assets. Thereafter, Buyer may keep the same insurance policy in force which Seller had and Buyer agrees to give Seller $475.00 credit on the prepaid insurance premium which it is the understanding of the parties is due annually on May 10.

5. Instruments of Transfer.

A. The sales, assignments and deliveries to be made to Buyer pursuant hereto shall be effected by Deeds, Bill of Sale, endorsements, checks and other instruments of transfer in such form as Buyer shall reasonably request. Seller shall prepare appropriate forms of instruments of transfer and conveyance in conformity with this Agreement and shall submit them to Buyer for examination in

advance of the closing date. Any time and from time to time after the closing date, on Buyer's request, Seller will do, execute, acknowledge, and deliver all such further acts, Deeds, assignments, transfers, and power of Attorney as may be required in conformity with this Agreement for the adequate assigning, transferring, granting, and conferring to Buyer of the assets and properties sold to Buyer as provided herein.

B. Seller agrees to forthwith Deliver to Buyer for its examination an abstract of title to said premises continued to the date of this contract showing merchantable title in accordance with Iowa Title Standards subject to the indebtedness to Earlham Industries and Small Business Administration. After examination by Buyer, the abstract shall be held by Seller until delivery of Deed and then the Abstract may be held by Earlham Industries or the Small Business Administration. Seller agrees to pay for any additional abstracting which he may be required by acts, omissions, dissolution, or inadvertency occurring before delivery of the Deed.

6. Assignment of Rights.

If any contract, license, lease, committment, sales or purchase order assignable to Buyer hereunder including this contract itself, may not be assigned without the consent of other parties thereto, Seller will use their best efforts to obtain the consent of the other parties to such assignment. It is the understanding of the parties hereto that this contract itself is subject to Buyer obtaining approval for the operation of this Nursing Home as a licensed Nursing Home by the Iowa State Department of Health and the Iowa State Department of Social Services, the Small Business Administration, the Board of Directors of Earlham Industries and the Iowa State Fire Marshall. It is agreed that Seller will cooperate in any way to obtain the approval of those various agencies regarding this particular contract.

7. Books and records.

All books and records for the business of Maple Lin Manor Nursing Home, except for books of accounts receivable, shall be delivered to Buyer for his inspection and if there are any records that need to be kept by the Buyer for the maintenance of said Nursing Home, Buyer may retain these in his possession. Each party shall have reasonable access to and the right to make extract copies of all books, records and documents herein referred to that are in the possession of the other parties that would pertain to this business up to the time of the closing of this Agreement on or about September 3, 1975.

8. Compliance with Bulk Sales Requirements.

Buyers shall give notice, in compliance with the applicable bulk sales provision of the Uniform Commercial Code as enacted and in force in the State of Iowa, of the bulk transfer contemplated by this Agreement. At least ten days before the closing date, Seller shall furnish Buyer with the information necessary to prepare the Notice, including names and business addresses of all creditors of Maple Lin Manor Nursing Home and of all persons known to Seller to assert claims against Maple Lin Manor Nursing Home or against Norman D. McIntyre and Velma J. McIntyre as they would pertain to said Nursing Home in the amount of indebtedness due and owing to each or claimed by each.

9. Closing.

The closing date shall be on or about September 3, 1975, and the closing shall take place on that date or before as agreed by the parties.

10. Continuation of Business.

During the period from the date of this contract to the

closing date, Seller shall conduct the business and operation of Maple Lin Manor Nursing Home in the same manner it has been conducted heretofore, and shall maintain its books of account in accordance with general accepted accounting principals consistently applied in a manner that fairly and accurately reflects their income, expenses and liabilities.

11. Representations of Seller.

Seller represents, warrants and agrees:

A. Seller has good and marketable title to all of the real property and personal property described in Exhibit "A" attached hereto and made a part hereof by this reference as though fully setforth; that said property is free and clear of all mortgages; liens, and encumbrances except for the indebtedness owing to the Small Business Administration and Earlham Industries and that said property is not subject to any right-of-way, easement or restriction that interferes with the present use of said property unless setforth to Buyer at the execution of this Agreement.

B. Seller represents that the Maple Lin Manor Nursing Home has been operated by themselves and that said Nursing HOme is a sole proprietorship and that the undersigned Sellers have the authority to enter into a contract with the Buyer for the sale of the physical assets of said Nursing Home to the Buyer.

C. Seller represents that they are not in default under any contract, agreement, lease or document to which they are a party and that they have complied with all laws, regulations, and ordinances applicable to their business to the date of this agreement except as they have heretofore advised the Buyer.

D. Sellers agree that they will pay all of the indebtedness that they may have incurred or will incurr prior to the date of closing in connection with the operation of this Nursing Home, specifically including all employee payroll taxes, utility bills, delinquent real

estate taxes, and current bills payable.

E. Sellers agree that they will cooperate and work with Buyer for thirty (30) days after the closing date with the continuation of said Nursing Home when requested by Buyer. It is understood that Buyer will take over the actual operation of said Nursing Home on September 3, 1975.

F. Sellers agree that on the date of closing the Buyer will receive clear title to all the assets free and clear of all liens and encumbrances of any kind except for the indebtedness being assumed by Buyer and owing to the Small Business Administration and Earlham Industries.

12. Covenant not to Compete.

For a period continuing for five (5) years after the closing date, the Sellers hereunder, shall not directly or indirectly engage in any business involving a Nursing Home or Custodial Home within a twenty-five (25) mile radius of Earlham, Iowa.

13. Sales Subject to Approval.

This sale is subject to Buyer being able to obtain the approval of this contract and approval for the operation of a licensed Nursing Home by the Iowa Department of Social Services, the Iowa Department of Public Health, the Small Business Administration, Earlham Industries and the Iowa State Fire Marshall. If Buyer cannot obtain approval of all of those agencies and comply with the requests of those agencies and is not able by reason thereof to maintain a licensed Nursing HOme, then this contract shall be void and the Buyer shall be refunded all he has paid under this agreement for the sale of said Nursing Home.

14. Nursing Home

Buyer agrees that he will maintain the home as a licensed Nursing Home and will furnish to the Board of Directors of Earlham Industries a financial statement pending completion of this agreement.

15. Equipment Operating.

It is agreed between the parties hereto that all of the equipment listed in Exhibit "A" shall be in good operating condition at the date of closing.

16. Entire Agreement.

This instrument contains the entire agreement between the parties with respect to the transaction contemplated herein.

It is further agreed that this agreement shall be binding upon the parties hereto, their heirs, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties have executed this agreement at Earlham, Iowa, the day and year first above written.

Norman D. McIntyre
NORMAN D. McINTYRE

Velma J. McIntyre
VELMA J. McINTYRE

SELLERS

MADISON DEVELOPMENTS, INC.

By: Bill W. Farlow
BILL W. FARLOW, President

BUYER

STATE OF IOWA)
) SS:
COUNTY OF)

On this 31 day of August, A. D., 1975, before me the undersigned, a Notary Public in and for said County and said State, personally appeared Norman D. McIntyre and Velma J. McIntyre, to me 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.

William W. DonCarlos
William W. DonCarlos NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

STATE OF IOWA)
) SS:
COUNTY OF)

On This 31 day of August, 1975, before me, the undersigned, a Notary Public in and for said County and said State personally appeared Billy W. Farlow, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation; that (no seal has been procured by the said)(the seal affixed thereto is the seal of said)corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Billy W. Farlow as such officer acknowledges the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.



William W. DenCarles NOTARY PUBLIC IN AND FOR
Adair COUNTY

E X H I B I T " A "

1. Lot Three (3) and Lot Four (4) in Block Eight (8), Wilson's Addition to Earlham, Iowa
2. 1 Glenco combination refrigerator & freezer
3. 1 Universal Chef range with grille & hood
4. 2 work tables
5. 1 Lakeside serving cart
6. 12 serving trays
7. 27 sectional trays
8. 11 stainless steel milk pitchers
9. 2 large plastic bowls with lid
10. 1 - 8 in. tupperware container with lid
11. Misc. eating plates and bowls
12. Misc. plastic bowls & storage containers
13. Misc. kitchen linen
14. 25 plastic bowls
15. 35 glass water glasses
16. 42 desert dishes
17. 17 dinner knives
18. 13 tablespoons
19. 27 dinner spoon & fork servings (12 extra spoons
20. 25 salad forks
21. Sugar spoon
22. Cake server
23. 32 juice glasses
24. 169 drinking glasses
25. 50 cups
26. Misc. salt & pepper shakers
27. 1 Heavy duty toaster

28. 1 regular household toaster
29. 2 Blenders
30. 3 roasting pans
31. 4 soup ketles
32. 1-6 qt. kettle
33. 1-8 qt. kettle
34. 4 saucepans
35. 1 drip rack
36. 2 small roasting pans
37. 1 enamel pan
38. 5 muffin tins
39. 6 pie pans
40. 5 Alum. mixing bowls
41. 1 Colander
42. 6 cake pans
43. 3 round cake pans
44. 5 cookie sheets
45. 2 heavy duty casserole pans
46. 3 egg poachers
47. 1 large skillet with lid
48. 1 black iron skillet
49. 5 lids - various sizes

FURNITURE, ROOM ACCESSORIES & MIS.

50. 6 Dining room tables
51. 20 straight chairs
52. 7 table tray chairs
53. 13 rockers
54. 8 high back geriatric chairs
55. 8 overbed tables
56. 31 nursing beds with mattresses

57. 30 draw dressers
58. 29 lamps(room)
59. 3 bathroom chairs
60. 2 shower chairs
61. 2 hard back rockers
62. 3 wheel chairs
63. 3 Reddi Lite emergency lights
64. 1 Sylvania Black & White TV
65. 2 end tables
66. 1 deacons bench
67. 12 bed pans
68. 4 urinals
69. 4 basins
70. 2 desk chairs with wheels
71. 1 coat rack (Metal)
72. Hoyer Hydraulic lift
73. 1 Hair dryer
74. 1 Holcombmatic Model XV buffer with brushes
75. 1 office desk
76. 1 - 4 drawer filing cabinet
77. 1 picture with light in lobby
78. 2 pictures in dining room.
79. Misc. nursing supplies (tape, syringes, 4 x 4 pads, irrigation trays, etc.)
80. Misc. cleaning supplies & equipment.
81. 2 scrub buckets with wringers
82. 2 office upholstered chairs
83. 1 office upholstered chair with wheels
84. Misc. medical books
85. Misc. nursing forms

86. Bulletin Board

87. 1 upright piano with bench.

LINEN INVENTORY

88. 62 flat sheets

89. 54 contour sheets

90. 37 sheet protectors

91. 39 draw sheets

92. 88 wash cloths

93. 40 Hand towels

94. 94 Bath towels

95. 35 Pillows

96. Pillow cases

97. 23 Blankets

98. 68 spreads

99. 2 Quilts

100. 64 lap robes

101. 13 Diapers

102. 6 Bibs

103. 11 Gowns

104. 2 Throw pillows

MISC. SUPPLIES & EQUIP.

105. 3 - 50# laundry soap

106. 1 - 100# laundry bleach

107. 2 cs paper towels

108. ½ cs napkins

109. 41 cs Chux

110. 2½ cs Bowl cleaner
111. 1 cs Satin body cleaser
112. ½ cs body lotion
113. 100# ice remover
114. 1 cs drain cleaner
115. ½ cs dishwashing soap
116. Cook washer
117. Bock Extractor
118. Heubush Dryer
119. Maytag automatic washer
120. Mangle

FOOD

121. 6 cans pineapple juice
122. 3 cans tomato juice
123. 7 cans Grapefruit juice
124. 7 cans grapefruit sections
125. 7 cans orange juice
126. 4 cans chicken base
127. 2 jrs Sorghum
128. 10 cans Split pea soup
129. 11 cans Cr. of Celery Soup
130. 4 cans Veg. Beef soup.
131. 6 cans Cr. of Chicken soup
132. 8 cans Cr. of Mushroom soups
133. 11 cans Chicken Noodle soup
134. 8 cans Tomato Soup
135. 7 cans Chicken Gumbo soup
136. 4 #10 Instant Mashed Potatoes
137. 3 #10 Cheese Sauce

138. 4 2# Powd . Sugar
139. ½ cs elbow macaroni
140. 11 cans conc. prune juice
141. 3/4 cs dried prunes
142. ¼ cs Choc. pudding
143. 5# rice
144. 3 cans topping mix
145. 3 boxes Cr. of Wheat
146. ½ cs Rice Krispies
147. ½ cs Real Lemon Juice
148. 3/4 cs Corn starch
149. 4 cans Boned chicken
150. 1-10# can Mince Meat
151. 2 - #10 Ham shanks
152. 1-#10 Sauerkraut
153. 2-#10 Sliced carrots
154. 2-#10 Sliced beets
155. 3-#10 Spinach
156. 6-#10 Pork & beans
157. 5-#10 Green beans
158. 5-#10 Yams
159. 6-#10 Peas
160. 2-#10 Creamed Corn
161. 3-#10 Whole Kernel corn
162. 7-#10 Whole Tomatoes
163. 7-#10 Mixed Veg.
164. 3 cubed beef
165. ½ box choc. chips
166. 1½ cs dry noodles

167. 2 5# sliced potatoes
168. 2 2# raisins
169. 3/4 cs butterscotch pudding
170. 10 Tapioca pudding
171. 5# northern beans
172. 9 boxes Oatmeal
173. 1 cs Malt o Meal
174. 8 cans pie filling
175. ½ cs Pumpkin
176. 1 cs Plums
177. 3 #10 can Pears
178. 2 #10 cans Sliced Apples
179. 2 #10 can Apricots
180. 3 #10 Cans Cherry filling
181. 2 #10 cans Diced peaches
182. 4 small cans crushed pineapple
183. 2 small cans fruit cocktail
184. ½ cs Franks
185. 3/4 cs Hash Brown Potatoes
186. 3 bags sliced potatoes
187. 2 Chickens
188. 1 box fish
189. 3 #10 cans Crushed pineapple
190. 1 #10 can Apple sauce
191. 2 #10 cans spiced Apple rings
192. 5 #10 cans cranberry sauce
193. 7 #10 cans Sliced Peaches
194. 4 #10 cans Fruit Cocktail
195. 3 small cans Sliced Peaches
196. 3/4 cs dried prunes

197. 1 cs Grill Steaks

198. 1 cs Tator Tots

199. 3 roasts

200. ½ cs sausage