STATE OF IOWA, MADISON COUNTY, ss. Inst. No. 1453 Filed for Record this 13th day of April 1982 at 11:00 A.M. 170
Book 34 Page 161 Recording Fee 6.00 Mary E. Welty, Recorder By welty Deputy

P.O. Box 3205 Logan, Utah 84321 Telephone 1-801-753-7700

International Marketing Clearinghouse, Inc.

MK Madison Mitchell IS 2/08-F Reserved by Sellers

EXCLUSIVE RIGHT TO SELL LISTING.

Address (property) RR 2 Winterset, IA $ 1030,750
Exp. Date January 6, 1983 Acreage 665 $/Acre 1550 County Madison
Size — x — Pasture 375 Cult. Acres 367 Irr. Acres — —
Owner M/M Gerald Jones Address RR#1, Prim Dr 50222 Phone Unlisted
Terms Cash & Cash to existing loan
Present Loan $71,000 @ 10% -- 238,000 @ 9% By Prudential Life / FmHA
Payable 55,750 P&I -- 22,215 P&I Interest 10% -- 9% %
Taxes $ — Yr. — Sewer — — Dom. Water Yes - well Irr. — —
Crops in 19 81 Corn & Soy beans Fences Good
Gas — — Ele. yes Buildings See attached sheet
Equipment and Stock No private property

(use additional sheet if needed to describe above)
Description and primary use of property Combination - cattle and crop (corn & soybeans)

(use additional sheet if needed to describe above)
Legal Discription of Property See attached sheet

Member Broker Five Seasons Ltd, Realtor Address 1737 1st Ave SE, Cedar Rapids, IA 52402

THIS AGREEMENT is made by and between Owner as hereinafter identified and a joint venture hereinafter referred to as "Brokers" consisting of International Marketing Clearinghouse, Inc., a Utah corporation and real estate brokerage, hereinafter "International Broker and Five Seasons Ltd, Realtor a licensed real estate brokerage in the State of Iowa hereinafter Local "Member Broker".

1. LISTING: For and in consideration of the services to be rendered by Brokers in listing for sale and in undertaking to sell or find a purchaser for the property hereby listed Brokers are hereby appointed as the exclusive agent with an Exclusive Right To Sell said property.
2. PROPERTY: The real property described by legal description as contained herein as well as any fixtures, improvements and personal property described herein or attached as Exhibit "A" are listed with "Brokers" for sale with said property.
3. TERMS: Brokers are authorized to disclose to Qualified purchasers that the said property is listed for sale for the sum of $1,030,750 and Brokers are authorized to accept and hold earnest money deposits given by prospective purchasers.
4. COMMISSION: If the said property is sold, traded, exchanged or optioned by Owner or any agent of Owner within the period of this listing, it is agreed and understood that Brokers shall receive from the sale or trade as commission a sum equal to SIX percent (6% %) of the purchase price. If Brokers shall produce a ready, willing and able purchaser at the amount stated in paragraph #3 hereof or any other price or terms to which the Owner shall agree, then Owner shall also pay said commission in full. The commission is due upon closing. If the commission is not paid when due it shall bear interest at eighteen percent (18%) from the date of closing until paid. If for any reason said interest rate is higher than that allowed by state law, then the interest rate shall be the highest allowed by the applicable state law.
5. PERIOD OF LISTING: The listing shall commence upon Owners signature and terminate January 6, 1983 (day, month, year). Should said property be sold, leased or exchanged within twelve (12) months after such expiration to any party to whom the property was offered or shown by me, or you, or any other party during the term of this listing, I agree to pay you the commission as above stated.
6. ADVERTISING: Owners and Brokers agree that Brokers may advertise the property for sale in local newspapers, national newspapers, journals and in International Marketing Clearing house Inc. Listing Publication and may place a sign on the property. Owner agrees to allow Brokers to reasonably show the property to prospective purchasers.
7. OWNERS WARRANTIES: Owner warrants that he is the owner of the subject property and is able to provide ~~title insurance and~~ a warranty deed to a purchaser upon payment.
8. RECORDING: Owner agrees that this listing may be publicly recorded in every county wherein the real property is located.
9. BUYER DEPOSIT FORFEITURE: In the event that a prospective party makes a deposit or part payment on said property or any part thereof and thereafter forfeits same of any part thereof, you are hereby authorized to retain so much of said sum as would equal one half (½) of your commission if sale had been fully consummated.
10. ENFORCEMENT: Owner and Broker agree that if either party should fail to perform this Agreement that the defaulting party shall pay the costs of enforcement including a reasonable attorneys fee.
11. STATE LAW: This Agreement shall be interpreted in accordance with the law of the State wherein the real property is located. If for purposes of the law or regulations of said State it is required that any listing be only with brokers licensed in that State, then for that purpose only this listing shall be treated as that of local MEMBER BROKER who shall be the agent of INTERNATIONAL BROKER.

WITNESS my signature hereto this 7th day of April, 1982

OWNER: Gerald L Jones
Margaret Jones

STATE OF Iowa
County of Madison } SS
On this 7 day of April, 1982
personally appeared before me Gerald L. Jones and Margaret Jones
the Owner of the foregoing instrument, who duly acknowledged to me that he executed the same.
Sherie Fleischmann
Notary Public
Residing at
Commission Expires 9-30-83

BROKERS
Local "Member Broker"
By: Allen N Weaver Jr (for Five Seasons Realtors)

STATE OF Iowa
County of Linn } SS
On this 7th day of April, 1982
personally appeared before me Allen N. Weaver, Jr.
the Local Member Broker or agent of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) executed the same.
Doris E. Russell
Notary Public
Residing At: Cedar Rapids, Iowa
Commission Expires: DORIS E. RUSSELL NOTARY PUBLIC MY COMMISSION EXPIRES SEPTEMBER 30, 1982

International Broker
International Marketing Clearinghouse, Inc.
By R.W. (Bud) Later

STATE OF Utah
County of Cache } SS
On this 14th day of April, 1982
personally appeared before me R. W. Later
the International Broker of the foregoing instrument, who duly acknowledged to me that he executed the same.
My Commission Expires November 25, 1985
Linda S Komer
Notary Public
Commission Expires:
Residing at Cache Co., Ut.

IND. ✓ REC. ✓ PAGE ✓

RE-RECORDING
STATE OF IOWA, MADISON COUNTY, ss.
Inst. No. 1650 Filed for Record this 13 day of May 1982 at 9:30 A.M.
Book 34 Page 170 Recording Fee 6.00 Mary E. Welty, Recorder By Deputy

Legal Description: (Subject Property)

The Southwest Fractional Quarter of the Southwest Quarter of Section Six (6), and the Northwest Fractional Quarter of the Northwest Quarter of Section Seven (7), in Township Seventy-six (76) North, Range Twenty-seven (27) West of the Fifth P. M., and the Northeast Quarter of the Northeast Quarter of Section Twelve (12) in Township Seventy-six (76) North, Range Twenty-eight (28), West of the 5th P. M., Madison County, Iowa, and

The Southwest Fractional Quarter of the Northwest Quarter and the Northwest Fractional Quarter of the Southwest Quarter of Section Six (6) in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P. M., Madison County, Iowa, and,

The Southeast Quarter; the Southeast Quarter of the Northeast Quarter; the West Half of the Fractional Northeast Quarter of the Northeast Quarter; the West Fractional Half of the Northeast Quarter; the East Half of the Southwest Quarter and the East Fractional Half of the Northwest Quarter, of Section Six (6); and all that part of the Northeast Quarter of the Northwest Quarter of Section Seven (7) lying and being North of the main channel of North River as the same runs through said last described forty acres; all of said land being in Township Seventy-six (76) North of Range Twenty-seven (27) West of the 5th P. M., Madison County, Iowa.

EXCEPTED FROM THE ABOVE DESCRIBED REAL ESTATE IS THE FOLLOWING:

All that part of the Northeast Quarter of the Northeast Quarter of Section 12, Township 76 North, Range 28, West of the 5th P. M., that lies West of public highway #169 as now located, and all that part of the Southwest Fractional Quarter of the Southwest Quarter of Section 6, Township 76 North, Range 27, West of the 5th P. M., that lies West of said public highway #169 as now located.

It is the intention by this contract to convey all of Sellers' contiguous real estate situated in Sections Six (6) and Seven (7), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P. M., and situated in Section Twelve (12), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P. M., Madison County, Iowa. Should appropriate survey, conducted at Buyer's expense, determine that corrections in description are appropriate, the same will be made by amendment hereto.

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