



TRACT #1  
**REAL ESTATE CONTRACT  
(SHORT FORM)**

IT IS AGREED between Rande A. McAllister, Trustee of the Nora Vanderwilt Trust  
\_\_\_\_\_ ("Sellers");

and \_\_\_\_\_ ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Marion County,  
Iowa, described as:

Tract #1

Auditor's Parcel "E" containing 421.52 acres as set forth on the attached plat of survey.

with any easements and appurtenant servient estates, but subject to the following:

- a. any zoning and other ordinances;
- b. any covenants of record;
- c. any easements of record for public utilities, roads and highways; and
- d. (consider: liens; mineral rights; other easements; interest of others.)

\_\_\_\_\_ (the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) of which

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) has been paid. Buyers shall pay the balance to Sellers at

or as directed by Sellers, as follows:

A. The remaining principal balance or 90% of the purchase price in the amount of \$ \_\_\_\_\_ is due and payable on or before March 2, 2015.

B. Payment of the remaining principal balance is contingent upon delivery of merchantable abstract of title and Trustee Warranty Deed to Buyer on closing date.

C. The sale of the real estate is subject to a court order being entered by a District Court Judge approving the sale price and terms of the real estate contract for the above referred to real estate.

2. **INTEREST.** Buyers shall pay interest from       N/A       on the unpaid balance, at the rate of        percent per annum, payable       . Buyers shall also pay interest at the rate of        percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Sellers shall pay:

the March 2015 real estate taxes and prorate all subsequent real estate taxes to date of possession

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any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract       . All other special assessments shall be paid by Buyers.

5. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on March 2, 2015, provided Buyers are not in default under this contract. Closing shall be on March 2, 2015.

6. **INSURANCE.** Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract        and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)

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9. **CARE OF PROPERTY.** Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.

10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by Trustee Warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. **REMEDIES OF THE PARTIES.**

a. 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 lease, and may accordingly be ousted and removed as such as provided by law.

b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket

entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for 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 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.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

**12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

**13. JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

**14. TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

**15. PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

**16. CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**17. RELEASE OF RIGHTS.** Each of the Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

**18. CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: December 19, 2014

\_\_\_\_\_  
BUYERS

Dated: December 19th, 2014

\_\_\_\_\_  
BUYERS

19. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

(a) Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

~~(b) The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~

~~(c) Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that \_\_\_\_\_~~

20. **ADDITIONAL PROVISIONS.**  
See 1 in Addendum

Dated: December 19, 2014

\_\_\_\_\_  
Rande A. McAllister, Trustee  
NORA VANDERWILT TRUST

\_\_\_\_\_  
SELLERS

\_\_\_\_\_  
\_\_\_\_\_  
BUYERS

## Addendum

1.
  - A. The current tenant has been given the required notice of termination and tenant and landlord possession will be given upon closing and settlement which will be no later than March 2, 2015. Purchaser shall be given possession of the real estate for the 2015 crop year.
  - B. The current farm tenant has been given the required legal notice of termination and the land is being sold with full landlord and tenant possession for the 2015 crop year.
  - C. It shall be the obligation of the buyer(s) to report to the Marion County FSA Office and show filed deed(s) in order to receive the following if applicable: 1. Allotted base acres.
  2. Any future government programs.
  - D. Both tracts have been surveyed by a registered land surveyor and the surveyed acres will be the multiplier for each tract.
  - E. Tract #1 is adjacent to Whitebreast Creek and subject to a flowage easement that has been granted to the Army Corps of Engineers for the benefit of Red Rock Lake
  - F. The buyer(s) shall be responsible for installing his/her own entrances if needed or desired.
  - G. If in the future a site clean-up is required it shall be at the expense of the buyer(s).
  - H. The buyer(s) shall be responsible for any fencing in accordance with Iowa state law.
  - I. This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.
  - J. The buyer(s) acknowledges that they have carefully and thoroughly inspected the real estate and are familiar with the premises. The buyer(s) are buying this real estate in its "as is" condition and there are no expressed or implied warranties pertaining to the same.
  - K. The current farm tenant retains ownership and possession of the cornstalk bales and reserves the right to remove the cornstalk bales on or before possession and closing.
  - L. Any announcements made the day of sale take precedence over advertising.

Property Descriptions

**Auditor's Parcel "D"** in part of the NE1/4 Section 19-75-20, and the SW1/4 of Section 18-75-20, Marion County, Iowa, also described as follows:  
 Commencing at the southwest corner of said SE1/4 of Section 18, said point being also the POINT OF BEGINNING; thence North 01°31'33" West, along the west line of said SE1/4 of Section 18, a distance of 1,324.73 feet; thence North 89°47'28" East, along the north line of said SW1/4 of the SE1/4 of Section 18 and the centerline of Nimrick Street, 1,324.14 feet; thence South 00°52'22" East, along the east line of said SW1/4 of the SE1/4 of Section 18, a distance of 1,320.90 feet; thence South 00°51'10" East, along the east line of said W1/2 of the NE1/4 of Section 19, a distance of 1,309.18 feet; thence, continuing along said line, South 00°51'07" East, 167.13 feet; thence South 89°26'09" West, 1,313.42 feet; thence North 00°41'26" West, along the west line of said NE1/4 of Section 19, a distance of 1,480.85 feet to the POINT OF BEGINNING containing 84.48 acres, of which 1.00 acre is public road right of way.

The above bearings are based on Iowa State Plane, South Zone, coordinates and all distances are horizontal ground distances.

- End of Description -

**Auditor's Parcel "E"** in part of the W1/2 of the SE1/4 and the SW1/4 of Section 17-75-20, and part of the SE1/4 of Section 18-75-20, and part of the NE1/2 of the NE1/4 of Section 19-75, and part of the NW1/4 and part of the NW1/4 of the NE1/4 of Section 20-75-20, Marion County, Iowa, also described as follows:

Commencing at the northwest corner of said SW1/4 of Section 17, said point being also the POINT OF BEGINNING; thence North 88°54'58" East, along the north line of said SW1/4 of Section 17, a distance of 1,256.82 feet; thence, continuing along said line, North 88°47'33" East, 1,256.82 feet; thence North 89°09'52" East, along the north line of said SE1/4 of Section 17, a distance of 1,355.82 feet; thence South 00°29'33" East, along the east line of said W1/2 of the SE1/4 of Section 17, a distance of 476.86 feet to a point where said line intersects the center of present channel of White Breast Creek; thence, along said centerline, South 06°28'43" West, 149.98 feet; thence 257.84 feet along said centerline and also along a 391 foot radius curve, concave northwesterly, said curve is subtended by a 253.19 foot chord bearing South 25°22'42" West; thence, continuing along said centerline, South 44°15'42" West, 419.63 feet; thence 184.88 feet, along said centerline and also along a 261 foot radius curve, concave southeasterly, said curve is subtended by a 181.03 foot chord bearing South 23°58'10" West; thence, continuing along said centerline, South 03°40'38" West, 118.52 feet; thence 147.21 feet, along said centerline, and also along a 198 foot radius curve, concave easterly, said curve is subtended by a 143.84 foot chord bearing South 17°37'18" East; thence, continuing along said centerline, South 38°55'14" East, 183.93 feet; thence, continuing along said centerline, South 29°04'19" East, 119.27 feet; thence, continuing along said centerline, South 11°49'47" East, 178.06 feet; thence 236.84 feet, along said centerline and also along a 290 foot radius curve, concave westerly, said curve is subtended by a 230.31 foot chord bearing South 11°34'01" West; thence, continuing along said centerline, South 34°57'48" West, 834.23 feet; thence, continuing along said centerline, South 52°08'41" West, 373.04 feet; thence, continuing along said centerline, South 28°07'31" West, 707.37 feet; thence, continuing along said centerline, South 08°20'36" West, 25.69 feet; thence 302.98 feet along said centerline and also along a 322 foot radius curve, concave northwesterly, said curve is subtended by a 291.93 foot chord bearing South 35°17'56" West; thence, continuing along said centerline, South 62°15'16" West, 1,871.43 feet; thence, continuing along said centerline, South 56°43'09" West, 291.63 feet; thence North 35°21'51" West, along a perimeter line of Parcel "B" of Lot 2" as per 2001 Able Davis survey of record in Book 2001, Page 8580, a distance of 103.60 feet; thence, continuing along said perimeter, North 48°39'51" West, 514.00 feet; thence, continuing along said perimeter, North 39°02'51" West, 280.80 feet; thence, continuing along said perimeter, South 62°25'16" West, 111.22 feet; thence, continuing along said perimeter, South 08°33'26" East, 54.90 feet; thence South 89°43'45" West, 964.50 feet; thence North 00°51'07" West, along the west line of said E1/2 of the NE1/4 of Section 19, a distance of 499.59 feet; thence, continuing along said line, North 00°51'10" West, 1,309.18 feet; thence North 00°52'22" West, along the west line of the SE1/4 of said SE1/4 of Section 18, a distance of 1,320.90 feet; thence North 89°47'28" East, along the north line of said SE1/4 of the SE1/4 of Section 18 and the centerline of Nimrick Street, 412.42 feet; thence South 01°58'36" East, along a perimeter line of Parcel "B", as per 1998 Leroy Nugteren survey of record in Book 256, Page 121, a distance of 302.15 feet; thence, continuing along said perimeter, South 89°35'14" East, 603.02 feet; thence, continuing along said perimeter, North 00°33'11" East, 24.73 feet; thence, continuing along said perimeter, South 89°39'21" East, 187.93 feet; thence, continuing along said perimeter, North 05°42'53" East, 450.44 feet; thence North 57°03'53" West, 29.81 feet; thence 41.57 feet along the centerline of Nimrick Street, and also along a segment of a 360 foot radius curve, concave northwesterly, said segment is subtended by a 41.55 foot chord bearing North 30°04'09" East; thence 300.10 feet, along said centerline and also along a 640 foot radius curve, concave northwesterly, said curve is subtended by a 297.36 foot chord bearing North 13°19'40" East; thence, continuing along said centerline and along the west line of said SW1/4 of Section 19, a distance of 814.87 feet to the POINT OF BEGINNING containing 421.52 acres, of which 1.19 acres is public road right of way, and SUBJECT TO all easements of record, including the easement according to the 1931 White Breast Drainage District No. 5, Marion County, Iowa.

The above bearings are based on Iowa State Plane, South Zone, coordinates and all distances are horizontal ground distances.

- End of Description -

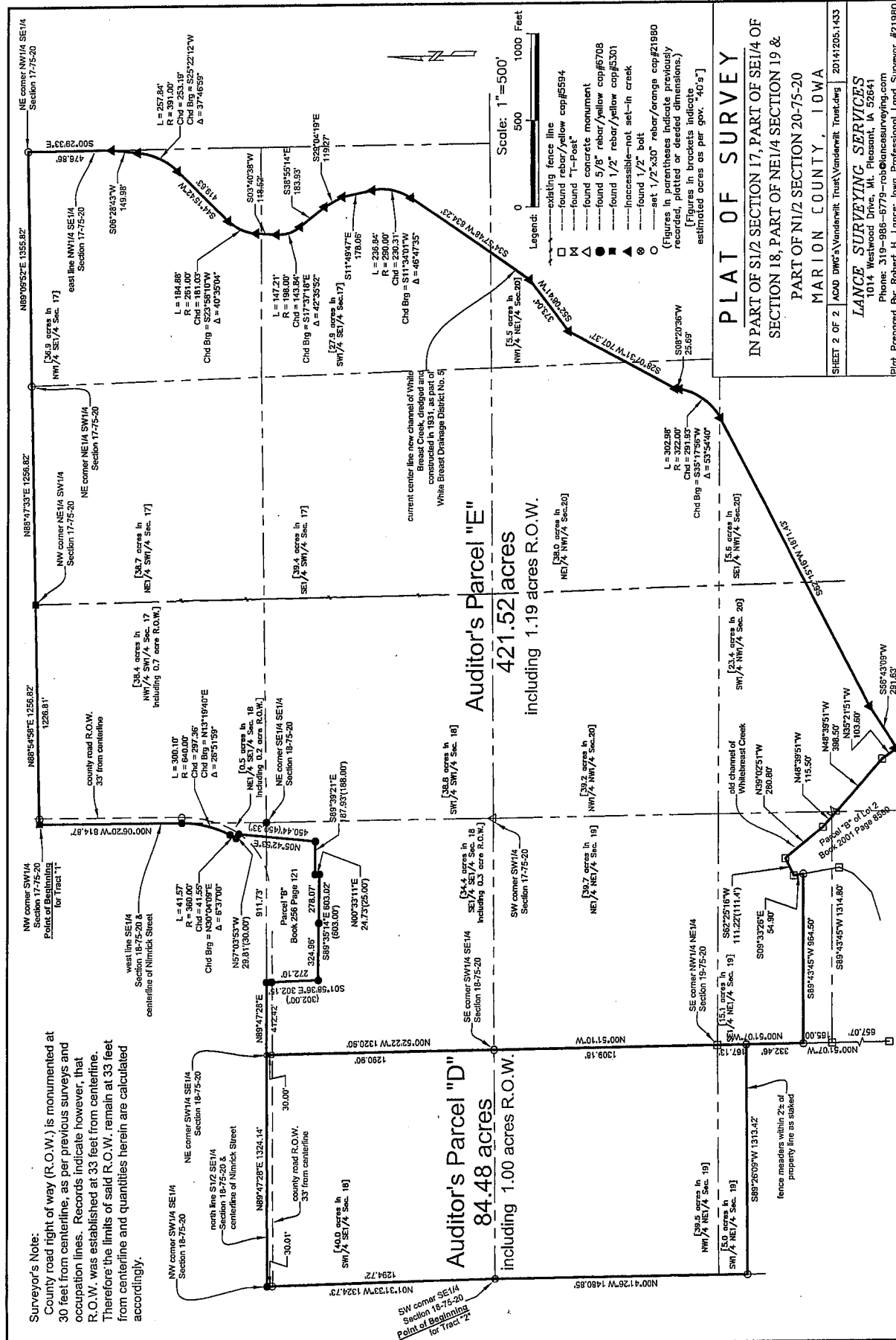
**PLAT OF SURVEY**  
 IN PART OF S1/2 SECTION 17, PART OF SE1/4 OF SECTION 18, PART OF NE1/4 SECTION 19 & PART OF N1/2 SECTION 20-75-20  
 MARION COUNTY, IOWA

Survey completed: December 5, 2014  
 Survey requested by: The Stiefles Group  
 Proprietor: Vandervilt Trust  
 Basis of Bearing: IA State Plane South

Robert H. Lincee  
 Iowa Professional Land Surveyor License #21980  
 License renewal date: December 31, 2015.  
 Pages covered by this seal: 2

ACAD DMS\A\Vandervilt Trust\Vendor\mg 201412051433  
**LANCE SURVEYING SERVICES**  
 1014 Westwood Drive, Mt. Pleasant, IA 52641  
 Phone: 319-966-6779 - rdo@lanceurveying.com  
 Plat. Prepared By: Robert H. Lincee, Iowa Professional Land Surveyor #21980

**Surveyor's Note:**  
 County road right of way (R.O.W.) is monumented at 30 feet from centerline, as per previous surveys and occupation lines. Records indicate however, that R.O.W. was established at 33 feet from centerline. Therefore the limits of said R.O.W. remain at 33 feet from centerline and quantities herein are calculated accordingly.



**PLAT OF SURVEY**  
 IN PART OF S1/2 SECTION 17, PART OF SE1/4 OF SECTION 18, PART OF NE1/4 SECTION 19 & PART OF N1/2 SECTION 20-75-20  
 MARION COUNTY, IOWA

SHEET 2 OF 2 ACO DWG's Vanderhill, Trust\ Vanderhill, Trust.dwg 20141205.1433

**LANCE SURVEYING SERVICES**  
 1014 Westwood Drive, Mt. Pleasant, IA 52641  
 Phone: 319-386-6779 - rd@lancesurveying.com  
 Plat Prepared By: Robert H. Lance - Iowa Professional Land Surveyor #21980





TRACT #2  
**REAL ESTATE CONTRACT  
(SHORT FORM)**

**IT IS AGREED** between Rande A. McAllister, Trustee of the Nora Vanderwilt Trust  
\_\_\_\_\_ ("Sellers");

and \_\_\_\_\_ ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Marion County,  
Iowa, described as:

Tract #2

Auditor's Parcel "D" containing 84.48 acres as set forth on the attached plat of survey.

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- C. The sale of the real estate is subject to a court order being entered by a District Court Judge approving the sale price and terms of the real estate contract for the above referred to real estate.

2. **INTEREST.** Buyers shall pay interest from \_\_\_\_\_ on the unpaid balance, at the rate of \_\_\_\_ percent per annum, payable \_\_\_\_\_. Buyers shall also pay interest at the rate of \_\_\_\_ percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

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the March 2015 real estate taxes and prorate all subsequent real estate taxes to date of possession

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**11. REMEDIES OF THE PARTIES.**

a. 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 lease, and may accordingly be ousted and removed as such as provided by law.

b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket

entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for 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 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.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

**12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

**13. JOINDER BY SELLER'S SPOUSE.** Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

**14. TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

**15. PERSONAL PROPERTY.** If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

**16. CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**17. RELEASE OF RIGHTS.** Each of the Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

**18. CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: December 19, 2014

\_\_\_\_\_  
BUYERS

Dated: December 19th, 2014

\_\_\_\_\_  
BUYERS

19. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

(a) Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

~~(b) The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~

~~(c) Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that \_\_\_\_\_~~

20. **ADDITIONAL PROVISIONS.**  
See 1 in Addendum

Dated: December 19, 2014

\_\_\_\_\_  
Rande A. McAllister, Trustee  
NORA VANDERWILT TRUST

\_\_\_\_\_  
SELLERS

\_\_\_\_\_  
\_\_\_\_\_  
BUYERS

## Addendum

1.
  - A. The current tenant has been given the required notice of termination and tenant and landlord possession will be given upon closing and settlement which will be no later than March 2, 2015. Purchaser shall be given possession of the real estate for the 2015 crop year.
  - B. The current farm tenant has been given the required legal notice of termination and the land is being sold with full landlord and tenant possession for the 2015 crop year.
  - C. It shall be the obligation of the buyer(s) to report to the Marion County FSA Office and show filed deed(s) in order to receive the following if applicable: 1. Allotted base acres.  
2. Any future government programs.
  - D. Both tracts have been surveyed by a registered land surveyor and the surveyed acres will be the multiplier for each tract.
  - E. The buyer(s) shall be responsible for installing his/her own entrances if needed or desired.
  - F. If in the future a site clean-up is required it shall be at the expense of the buyer(s).
  - G. The buyer(s) shall be responsible for any fencing in accordance with Iowa state law.
  - H. This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.
  - I. The buyer(s) acknowledges that they have carefully and thoroughly inspected the real estate and are familiar with the premises. The buyer(s) are buying this real estate in its "as is" condition and there are no expressed or implied warranties pertaining to the same.
  - J. The current farm tenant retains ownership and possession of the cornstalk bales and reserves the right to remove the cornstalk bales on or before possession and closing.
  - K. Any announcements made the day of sale take precedence over advertising.

Property Descriptions

**Auditor's Parcel "D"** in part of the W1/2 of the NE1/4 Section 19-75-20, and the SW1/4 of the SE1/4 of Section 18-75-20, Marion County, Iowa, also described as follows:  
 Commencing at the southwest corner of said SE1/4 of Section 18, said point being also the POINT OF BEGINNING; thence North 01°31'33" West, along the west line of said SE1/4 of Section 18, a distance of 1,324.73 feet; thence North 89°47'28" East, along the north line of said SW1/4 of the SE1/4 of Section 18 and the centerline of Nimrick Street, 1,324.14 feet; thence South 00°52'22" East, along the east line of said SW1/4 of the SE1/4 of Section 18, a distance of 1,320.90 feet; thence South 00°51'10" East, along the east line of said W1/2 of the NE1/4 of Section 19, a distance of 1,309.18 feet; thence, continuing along said line, South 00°51'07" East, 167.13 feet; thence South 89°28'09" West, 1,313.42 feet; thence North 00°41'26" West, along the west line of said NE1/4 of Section 19, a distance of 1,480.85 feet to the POINT OF BEGINNING containing 84.48 acres, of which 1.00 acre is public road right of way.

The above bearings are based on Iowa State Plane, South Zone, coordinates and all distances are horizontal ground distances.

- End of Description -

**Auditor's Parcel "E"** in part of the W1/2 of the SE1/4 and the SW1/4 of Section 17-75-20, and part of the SE1/4 of Section 18-75-20, and part of the NE1/4 of Section 19-75, and part of the NW1/4 and part of the NW1/4 of the NE1/4 of Section 20-75-20, Marion County, Iowa, also described as follows:

Commencing at the northwest corner of said SW1/4 of Section 17, said point being also the POINT OF BEGINNING; thence North 88°54'58" East, along the north line of said SW1/4 of Section 17, a distance of 1,256.82 feet; thence, continuing along said line, North 88°47'33" East, 1,256.82 feet; thence North 89°09'52" East, along the north line of said SE1/4 of Section 17, a distance of 1,355.82 feet; thence South 00°29'33" East, along the east line of said W1/2 of the SE1/4 of Section 17, a distance of 476.86 feet to a point where said line intersects the center of present channel of White Breast Creek; thence, along said centerline, South 06°28'43" West, 149.98 feet; thence 257.84 feet along said centerline and also along a 391 foot radius curve, concave northwesterly, said curve is subtended by a 253.19 foot chord bearing South 25°22'12" West; thence, continuing along said centerline, South 44°15'42" West, 419.63 feet; thence 184.88 feet, along said centerline and also along a 261 foot radius curve, concave southeasterly, said curve is subtended by a 181.03 foot chord bearing South 23°58'10" West; thence, continuing along said centerline, South 03°40'38" West, 118.52 feet; thence 147.21 feet, along said centerline, and also along a 198 foot radius curve, concave easterly, said curve is subtended by a 143.84 foot chord bearing South 17°37'18" East; thence, continuing along said centerline, South 38°55'14" East, 183.93 feet; thence, continuing along said centerline, South 29°04'19" East, 119.27 feet; thence, continuing along said centerline, South 11°49'47" East, 178.06 feet; thence 236.84 feet, along said centerline and also along a 290 foot radius curve, concave westerly, said curve is subtended by a 230.31 foot chord bearing South 11°34'01" West; thence, continuing along said centerline, South 34°57'48" West, 834.23 feet; thence, continuing along said centerline, South 52°08'41" West, 373.04 feet; thence, continuing along said centerline, South 28°07'31" West, 707.37 feet; thence, continuing along said centerline, South 08°20'36" West, 25.69 feet; thence 302.98 feet along said centerline and also along a 322 foot radius curve, concave northwesterly, said curve is subtended by a 291.93 foot chord bearing South 35°17'56" West; thence, continuing along said centerline, South 62°15'16" West, 1,871.43 feet; thence, continuing along said centerline, South 56°43'09" West, 291.63 feet; thence North 35°21'51" West, along a perimeter line of Parcel "B" of Lot 2" as per 2001 Able Davis survey of record in Book 2001, Page 8580, a distance of 103.60 feet; thence, continuing along said perimeter, North 48°39'51" West, 514.00 feet; thence, continuing along said perimeter, North 39°02'51" West, 280.80 feet; thence, continuing along said perimeter, South 62°25'16" West, 111.22 feet; thence, continuing along said perimeter, South 09°33'26" East, 54.90 feet; thence South 89°43'45" West, 964.50 feet; thence North 00°51'07" West, along the west line of said E1/2 of the NE1/4 of Section 19, a distance of 499.59 feet; thence, continuing along said line, North 00°51'10" West, 1,309.18 feet; thence North 00°52'22" West, along the west line of the SE1/4 of said SE1/4 of Section 18, a distance of 1,320.90 feet; thence North 89°47'28" East, along the north line of said SE1/4 of the SE1/4 of Section 18 and the centerline of Nimrick Street, 412.42 feet; thence South 01°58'36" East, along a perimeter line of Parcel "B", as per 1998 Leroy Nugteren survey of record in Book 256, Page 121, a distance of 302.15 feet; thence, continuing along said perimeter, South 89°35'14" East, 603.02 feet; thence, continuing along said perimeter, North 00°33'11" East, 24.73 feet; thence, continuing along said perimeter, South 89°39'21" East, 187.93 feet; thence, continuing along said perimeter, North 05°42'53" East, 450.44 feet; thence North 57°03'53" West, 29.81 feet; thence 41.57 feet along the centerline of Nimrick Street, and also along a segment of a 360 foot radius curve, concave northwesterly, said segment is subtended by a 41.55 foot chord bearing North 30°04'09" East; thence 300.10 feet, along said centerline and also along a 640 foot radius curve, concave northwesterly, said curve is subtended by a 297.36 foot chord bearing North 13°19'40" East; thence, continuing along said centerline and along the west line of said SW1/4 of Section 19, a distance of 814.87 feet to the POINT OF BEGINNING containing 421.52 acres, of which 1.19 acres is public road right of way, and SUBJECT TO all easements of record, including the easement according to the 1931 White Breast Drainage District No. 5, Marion County, Iowa.

The above bearings are based on Iowa State Plane, South Zone, coordinates and all distances are horizontal ground distances.

- End of Description -

**PLAT OF SURVEY**

IN PART OF S1/2 SECTION 17, PART OF SE1/4 OF SECTION 18, PART OF NE1/4 SECTION 19 & PART OF N1/2 SECTION 20-75-20  
 MARION COUNTY, IOWA

SHEET 1 OF 2 JACOB DWIG'S Vanderwilt Trust/Vanderwilt Trust.dwg 20141205.1433

**LANCE SURVEYING SERVICES**

1014 Westwood Drive, Mt. Pleasant, IA 52641  
 Phone: 319-986-5779-rob@lancesurveying.com

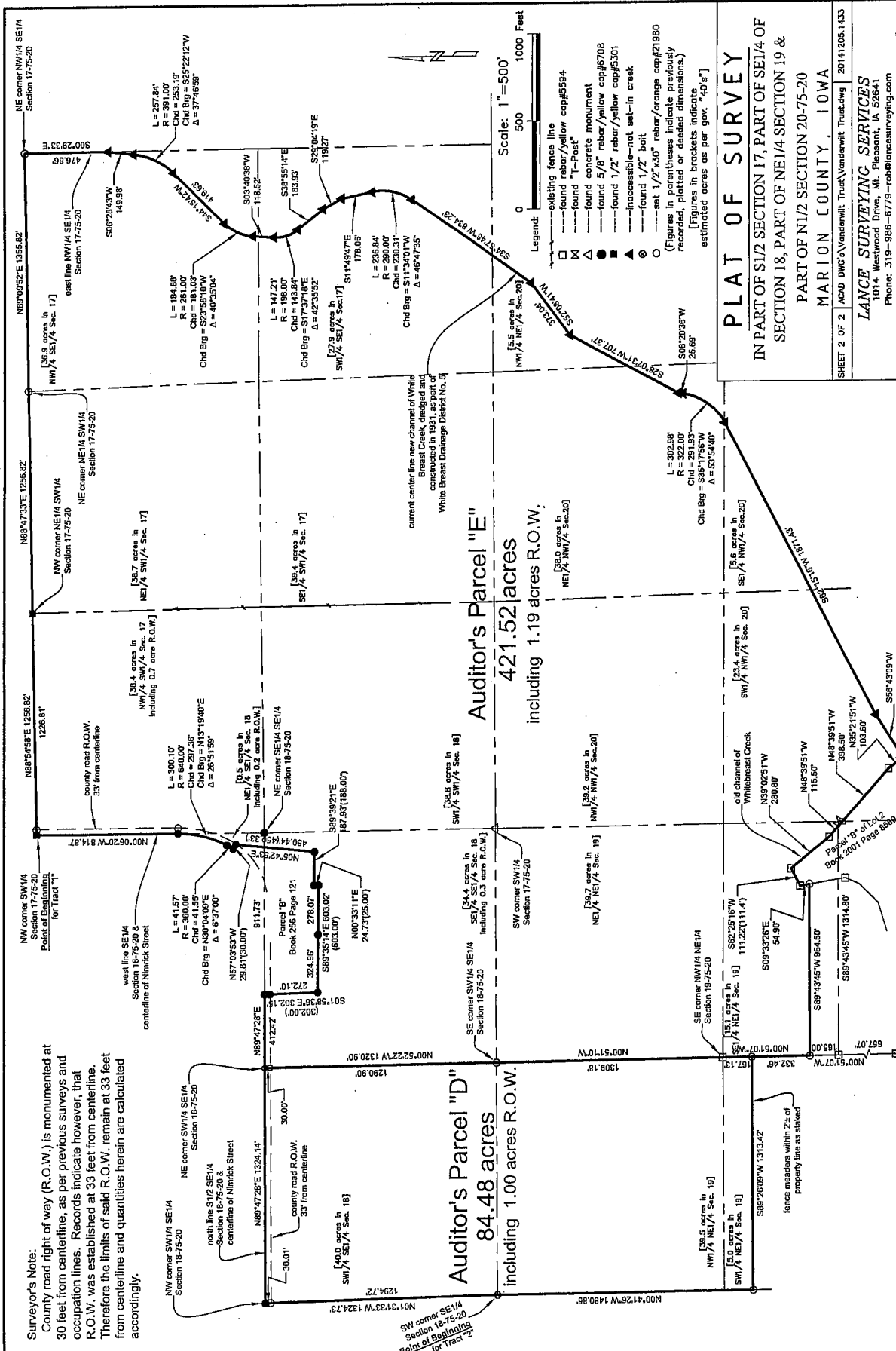
Plot Prepared By: Robert H. Lance: Iowa Professional Land Surveyor #21980

**Certification:**  
 I hereby certify that this land surveying document was prepared, and the related survey work was performed by me, Robert H. Lance, a duly Licensed Professional Land Surveyor, under the laws of the State of Iowa.

Robert H. Lance  
 Iowa Professional Land Surveyor License #21980  
 Date: December 31, 2015.  
 Pages covered by this sheet: 2

Survey completed: December 5, 2014  
 Survey requested by: The Steffes Group  
 Proprietor: Vanderwilt Trust  
 Basis of Bearing: IA State Plane South

Surveyor's Note:  
 County road right of way (R.O.W.) is monumented at 30 feet from centerline, as per previous surveys and occupation lines. Records indicate however, that R.O.W. was established at 33 feet from centerline. Therefore the limits of said R.O.W. remain at 33 feet from centerline and quantities herein are calculated accordingly.



**Auditor's Parcel "E"**  
 421.52 acres  
 including 1.19 acres R.O.W.

**Auditor's Parcel "D"**  
 84.48 acres  
 including 1.00 acres R.O.W.

**PLAT OF SURVEY**  
 IN PART OF S1/2 SECTION 17, PART OF SE1/4 OF SECTION 18, PART OF NE1/4 SECTION 19 & PART OF N1/2 SECTION 20-75-20 MARION COUNTY, IOWA

SHEET 2 OF 2 ACAD DWG & Vanderweil Trust/Vanderweil Trust.dwg 20141205.1433  
**LANCE SURVEYING SERVICES**  
 1014 Westwood Drive, Mt. Pleasant, IA 52664  
 Phone: 319-960-6779-rob@lancesurveying.com  
 Plat Prepared By: Robert H. Lance, Iowa Professional Land Surveyor, #21980

Scale: 1"=500'

Legend:

- existing fence line
- found 1/2" yellow cap #5594
- found concrete monument
- found 5/8" rebar/yellow cap #5708
- found 1/2" rebar/yellow cap #5301
- inaccessible-not set-in creek
- found 1/2" bolt
- set 1/2"x30" rebar/orange cap #21980

(Figures in parentheses indicate previously recorded, plotted or deeded dimensions.)  
 [Figures in brackets indicate estimated acres as per gov. "40's"]