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**ASSIGNMENT OF
REAL ESTATE CONTRACT**

Recorder's Cover Sheet

Preparer Information:

Steven W. Hendricks, 805 Central Avenue, Suite 700 Fort Dodge, Iowa 50501
Phone: (515) 576-4127

Taxpayer Information: (name and complete address)

Return Document To:

Steven W. Hendricks, 805 Central Avenue, Suite 700 Fort Dodge, Iowa 50501

Grantors:

Cool Acres, LLC
Diane Clevenger, Individually

Grantees:

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

ASSIGNMENT OF REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is entered into by and between Diane Clevenger, Member/Manager, Scott Heemstra, Member, and Brian Heemstra, Member of Cool Acres, LLC, and Diane Clevenger and Kelly Clevenger, her husband, (“Assignor”) and _____, (“Assignee”).

Grantor/Assignor is the Seller pursuant to that certain Real Estate Contract, a copy of which is attached hereto as Exhibit “A”; and

In consideration of the sum of _____ dollars (\$ _____).

Receipt of which is acknowledged Cool Acres, LLC hereby transfers all of its right, title and interest in and to the contract identified on Exhibit “A” attached to this Assignment (The Assigned Contract) to the above listed Grantee/Assignee.

Cool Acres, LLC, Assignor hereby covenants with Grantee and successor in interest to Warrant and defend the real estate against the lawful claims of all persons claiming by, through or under Cool Acres, LLC, Real Estate is subject to zoning, easements of record, restrictions of record, restrictions and limitations, if any to the following-described real estate:

That part of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section Eight (8), Township Seventy-three (73) North, Range Twenty-four (24) West of the 5th P.M., Clarke County, Iowa, as shown in the Plat of Survey recorded June 13, 2012, in Book 44 at Page 418 in the Office of the Recorder of said County, described as follows: Beginning at the Northeast Corner of said Southwest Quarter of the Northeast Quarter; thence South 00° 12' 55" West 1321.26 feet to the Southeast Corner of said Southwest Quarter of the Northeast Quarter; thence South 00° 37' 00" West, 839.97 feet along the East line of said Northwest Quarter of the Southeast Quarter; thence North 89° 36' 07" West 1307.02 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence North 00° 22' 55" East, 824.00 feet to the Center of said Section 8; thence North 00° 10' 10" West 1324.38 feet to the Northwest corner of the Southwest Quarter of the Northeast Quarter; thence North 89° 50' 15" East, 1319.41 feet to the point of beginning, having an area of 64.93 acres including 2.82 acres of Clarke County Road Easement.

Grantee/Assignee hereby agrees to perform all terms and conditions of the Assigned Contract and to indemnify and hold Cool Acres, LLC harmless in the event of any alleged breach of the Assigned Contract, including attorneys’ fees and other costs incurred by Cool Acres, LLC in relation to any alleged breach.

This Assignment is also subject to all conditions disclosed at Exhibit “B” of this Assignment.

The above described real estate is sold “as is”. Cool Acres makes no representations or warranties, express or implied. Cool Acres, LLC makes no representation regarding any improvements, including, but not limited to, habitability, fitness for any particular use or potability of water.

Date signed: _____

Cool Acres, LLC

By: _____ By: _____
Diane Clevenger, Member/Manager/Grantor/Assignor Diane Clevenger, Individually

STATE OF IOWA: COUNTY OF _____:

The foregoing Assignment of Real Estate Contract was acknowledged before me this _____ day of July, 2019, by Diane Clevenger, Member/Manager of Cool Acres, LLC and Diane Clevenger, Individually.

Notary Public in and for the State of Iowa

Kelly Clevenger, Grantor/Assignor

STATE OF IOWA: COUNTY OF _____:

The foregoing Assignment of Real Estate Contract was acknowledged before me this
____ day of July, 2019, by Kelly Clevenger, spouse of Diane Clevenger.

Notary Public in and for the State of Iowa

Cool Acres, LLC

By: _____
Scott Heemstra, Member/Grantor/Assignor

STATE OF IOWA: COUNTY OF _____:

The foregoing Assignment of Real Estate Contract was acknowledged before me this
____ day of July, 2019, by Scott Heemstra, Member of Cool Acres, LLC.

Notary Public in and for the State of Iowa

Cool Acres, LLC

By: _____
Brian Heemstra, Member/Grantor/Assignor

STATE OF IOWA: COUNTY OF _____:

The foregoing Assignment of Real Estate Contract was acknowledged before me this _____ day of July, 2019, by Brian Heemstra, Member of Cool Acres, LLC.

Notary Public in and for the State of Iowa

Grantee/Assignee

Grantee/Assignee

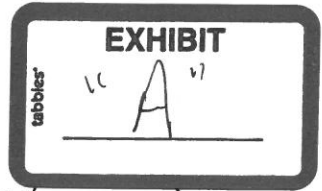
STATE OF IOWA: COUNTY OF _____:

The foregoing Assignment of Real Estate Purchase Agreement was acknowledged before me this _____ day of July, 2019, by _____
_____.

Notary Public in and for the State of Iowa

CLARKE COUNTY, IOWA
Entered upon transfer of books
and for taxation this 27
day of December 2013
Jessica M. White Auditor
By Jessica M. White Deputy

Recorded: 12/23/2013 at 3:57:00.0 PM
Recording Fee Amount: \$62.00 11 PGS.
Real Estate Transfer Tax:
File#: E13-0360
BK: E13 PG: 360
Peggy Cummings Recorder
Clarke County, Iowa



REAL ESTATE CONTRACT-INSTALLMENTS
THE IOWA STATE BAR ASSOCIATION
Official Form No. 142
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)
Charles W. Hendricks, 1701 48th Street, Suite 290, West Des Moines, IA 50266, Phone: (515) 222-9900

Taxpayer Information: (name and complete address)
Appleroon Irrevocable Trust, P. O. Box 514, Panora, Iowa 50216

Return Document To: (name and complete address)
Land Concepts, LLC, 12119 Stratford Dr., Suite B, Clive, IA 50325

Grantors:
Land Concepts, LLC; Neat Feat, LLC; and PCWDM II, LLC

Grantees:
Appleroon Irrevocable Trust; Cool Acres, LLC; and Diane Clevenger

Legal Description: See Page 11

Document or instrument number of previously recorded documents:

Charles W. Hendricks

REAL ESTATE CONTRACT-INSTALLMENTS

IT IS AGREED this December 15, 2013, by and between Land Concepts, LLC; Neat Feat, LLC; and PCWDM II, LLC of the State of Iowa, Sellers; and Appleroon Irrevocable Trust; Cool Acres, LLC; and Diane Clevenger of the State of Iowa, Buyers;

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to purchase the following described real estate situated in the County of Clarke, State of Iowa, to-wit: See Addendum I together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked Exhibit A" all upon the terms and conditions following:

1. **TOTAL PURCHASE PRICE.** The Buyers agree to pay for said property the total of \$ 375,000.00 due and payable per instructions to be provided by Sellers, as follows:

(a) **DOWN PAYMENT** of \$80,000.00 **RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED:** and

(b) **BALANCE OF PURCHASE PRICE.** \$295,000.00 as follows:

Interest rate of Five Percent (5%) amortized over 25 years with Six (6) annual payments beginning December 15, 2014, of \$20, 930.97, with the 6th payment due December 15, 2019, being a **BALLOON** payment of all principal and interest owed.

2. **POSSESSION.** Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on the 15th day of December, 2013 and thereafter so long as they shall perform the obligation of this contract. If Buyers are taking subject to the rights of lessees and are entitled to rentals therefrom on and after date of possession. so indicatc by 'yes' in the space following: yes

3. **TAXES.** Sellers shall pay taxes through the March, 2014, installment and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not assumed by Sellers and all subsequent taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, each year, shall furnish to the other parties evidence of payment of such items not later than July 15 of each year. Any proration of taxes shall be based upon the taxes for the year currently payable unless, the parties state otherwise. (Decide, for yourself, if that formula is fair if Buyers are purchasing a lot with newly built improvements).

4. **SPECIAL ASSESSMENTS.** Sellers shall pay the special assessments against this property as of December 15, 2014. Buyers, except as stated, shall pay all subsequent special assessments and charges, before they become delinquent.

5. **MORTGAGE.** Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Sellers so as not to prejudice the Buyers' equity herein. Should Sellers fail to pay, Buyers may pay any such sums in default and shall receive credit on this

contract for such sums so paid. **MORTGAGE BY SELLERS.** Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage for any amount not exceeding 100% of the then unpaid balance of the purchase price herein provided. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this contract. Buyers hereby expressly consent to such a mortgage and agree to execute and deliver all necessary papers to aid Sellers in securing such a mortgage which shall be prior and paramount to any of Buyers' then rights in said property. **DEED FOR BUYERS SUBJECT TO MORTGAGE.** If Buyers have reduced the balance of this contract to the amount of any existing mortgage balance on said premises, they may at their option, assume and agree to pay said mortgage according to its terms, and subject to such mortgage shall receive a deed to said premises or Sellers, at their option, any time before Buyers have made such a mortgage commitment, may reduce or pay off such mortgage. **ALLOCATED PAYMENTS.** Buyers, in the event of acquiring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said premises, reserve the right, if reasonably necessary for their protection to divide or allocate the payments to the interested parties as their interests may appear. **SELLERS AS TRUSTEES.** Sellers agree that they will collect no money hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the encumbrance on the interest of Sellers or their assigns in said real estate and if Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyers for the use and benefit of the Buyers.

6. INSURANCE. Except as may be otherwise included in the last sentence of paragraph 1 (b) above, Buyers on and from said date of possession, shall constantly keep in force insurance, premiums therefore to be prepaid by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Sellers may reasonably require on all buildings and improvements, now on or hereafter placed on said premises and any personal property which may be the subject of this contract, in companies to be reasonably approved by Sellers in an amount not less than the full insurable value of such improvements and personal property or not less than the unpaid purchase price herein whichever amount is smaller with such insurance payable to Sellers and Buyers as their interests may appear. Sellers' interest shall be protected in accordance with a standard or union-type loss payable clause. **BUYERS SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLERS** for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair the loss If the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

7. CARE OF PROPERTY. Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Buyers shall not make any material alteration in said premises without the written consent of the Sellers. Buyers shall not use or permit said premises to be used for any illegal purpose.

8. **LIENS.** No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.

9. **ADVANCEMENT BY SELLERS.** If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Sellers may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Sellers, be added to the principal amount due hereunder and so secured. (For Buyers' rights to make advancements, see paragraph 5 above.)

10. **JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE.** If and only if, the Sellers immediately preceding this sale, hold the title to the above described property in joint tenancy, and such joint tenancy has not later been destroyed by operation of law or by acts of the Sellers, this sale shall not constitute such destruction and the proceeds of this contract, and any continuing and/or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller (or Sellers) and to accept deed solely from him or them consistent with paragraph 14 below unless and except this paragraph is stricken from the agreement.

11. **SELLERS.** Spouse, if not titleholder immediately preceding this sale, shall be presumed to have executed this Instrument only for the purpose of relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa; and the use of the word "Sellers" in the printed portion of this contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such Spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

12. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. Failure to promptly assert rights of Sellers herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

13. **EXCEPTIONS TO WARRANTIES OF TITLE.** The warranties of title in any Deed made pursuant to this contract (See paragraph 14) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) As limited by paragraphs 1, 2, 3 and 4 of this contract; (e) Sellers shall give Special Warranty as to the period after equitable title passes to Buyers.

14. **DEED AND ABSTRACT, BILL OF SALE.** If all said sums of money and interest are paid to Sellers during the life of this contract, and all other agreements for performance by Buyers have been complied with, Sellers will execute and deliver to Buyers a Special Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract and Sellers will at this time deliver to Buyers an abstract showing merchantable title, in conformity with this contract. Such abstract shall begin with the government patent (unless pursuant to the

Iowa State Bar Association title standards there is a lesser requirement as to period of abstracting) to said premises and shall show title thereto in Sellers as of the date of this contract; or as of such earlier date if and as designated in the next sentence. This contract supersedes the previous written offer of Buyers to buy the above described property which was accepted by Sellers on the August 23, 2013. Sellers shall also pay the cost of any abstracting due to any act or change in the personal affairs of Sellers resulting in a change of title by operation of law or otherwise. If any personal property is a part of this agreement, then upon due performance by Buyers, Sellers shall execute and deliver a Bill of Sale consistent with the terms of this contract. Seller shall also provide, if necessary, any Assignment of Lease for existing leases on the property.

15. APPROVAL OF ABSTRACT. Buyers have examined the abstract of title to this property and such abstract is accepted.

16. FORFEITURE. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

17. FORECLOSURE AND REDEMPTION. 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 at 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 end 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 successor 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.

18. ATTORNEY'S FEES. In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Sellers, or in any other case permitted by law in which attorney's fees may be collected from Buyers, or imposed upon them, or upon the above described property, Buyers agree to pay reasonable attorneys' fees.

19. INTEREST ON DELINQUENT AMOUNTS. Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they became delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.

20. ASSIGNMENT. In case of the assignment of this contract by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract.

21. PERSONAL PROPERTY. If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such personalty shall be considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereof against all such personal property.

22. CONSTRUCTION. Words and phrases herein, including acknowledgments hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. See paragraph 11 above, for construction of the word "Sellers."

23. 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.

24. LEAD-BASED PAINT NOTICE. If applicable, see attached Disclosure of Information on Lead-Based and/or Lead-Based Paint Hazards.

25. 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.

26. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. 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.

27. MISCELANEOUS PROVISIONS.

a. Buyers may prepay this contract at any time without penalty.

b. Buyers acknowledge that there is existing a mortgage on the property to Luana Savings Bank, as noted in the attorney's title opinion, and that that mortgage will not be paid off as part of this contract until the contract is paid in full and that this contract is subject to that existing mortgage. Nothing in this paragraph shall limit Seller's ability to refinance this mortgage as allowed within this contract.

c. Buyer is taking the property subject to an existing lease through February 28, 2015. If buyers are not in default here, buyers shall be entitled to all rents paid under the lease. Should buyers be in default, all lease payments shall be paid to the Sellers.

d. Seller shall at once execute this contract and deliver the same with abstract of title, together with duly executed deed, and escrow agreement shall be forwarded to the Law Office of Charles W. Hendricks, P.C., of West Des Moines, Iowa to be held in escrow by them until Buyers have performed this agreement. Upon completion of said performance Sellers, their assigns or representatives, shall advise said Escrow Agents to deliver the deed and abstract to Buyers.

e. Amortization Schedule

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	6,180.97	14,750.00	6,180.97	14,750.00	288,819.03
2	6,490.02	14,440.95	12,670.99	29,190.95	282,329.01
3	6,814.52	14,116.45	19,485.51	43,307.40	275,514.49
4	7,155.25	13,775.72	26,640.76	57,083.12	268,359.24
5	7,513.01	13,417.96	34,153.77	70,501.08	260,846.23
6	*260,846.23	13,042.31	295,000.00	83,543.39	0.00

*The final payment has been adjusted to account for payments having been rounded to the nearest cent.

Executed in duplicate or triplicate.

Dated: 12-13-13

Stan Brun
Land Concepts, LLC, Seller, BY:

Dated: 12-13-13

Mark
Neat Feat, LLC, Seller, BY:

Dated: 12-13-13

William J. Pender II, MEd
PCWDM II, LLC, BY:

Dated: 12/17/2013

Appleroon Irrevocable Trust by Berte Heemstra
Appleroon Irrevocable Trust, Buyer, BY: Trustee

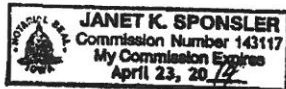
Dated: 12/14/13

Cool Acres LLC by Diane Clevenger
Cool Acres, LLC, Buyer, BY: marjorie

Dated: 12/14/13

Diane Clevenger
Diane Clevenger, Buyer:

STATE OF IOWA, COUNTY OF Polk
This Real Estate Contract – Installments was executed by Steve Braere
as the ~~Member-manager~~/Manager-manager (strike one) of Land
Concepts, LLC, this 15th day of December, 2013. Land Concepts, LLC is a Member-
managed/Manager-managed (strike one) limited liability company, the person who executed this
Real Estate Contract – Installments did so with proper authority and in the normal course of
business.



Janet K. Spensler
Signature of Notary Public

STATE OF IOWA, COUNTY OF Polk
This Real Estate Contract – Installments was executed by Eric Grabb
as the ~~Member-manager~~/Manager-manager (strike one) of Neat
Feat, LLC, this 15th day of December, 2013. Neat Feat, LLC is a Member-managed/Manager-
managed (strike one) limited liability company, the person who executed this Real Estate
Contract – Installments did so with proper authority and in the normal course of business.



Janet K. Spensler
Signature of Notary Public

STATE OF IOWA, COUNTY OF Polk
This Real Estate Contract – Installments was executed by Marcus Pitts
as the ~~Member-manager~~/Manager-manager (strike one) of
PCWDM II, LLC, this 15th day of December, 2013. PCWDM II, LLC is a Member-
managed/Manager-managed (strike one) limited liability company, the person who executed this
Real Estate Contract – Installments did so with proper authority and in the normal course of
business.



Janet K. Spensler
Signature of Notary Public

STATE OF IOWA, COUNTY OF Warren

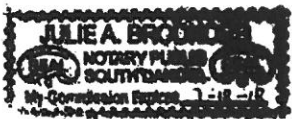
This Real Estate Contract - Installments was executed by Diane Clevenger
as the ~~Member manager~~/Manager-manager (strike one) of Cool
Acres, LLC, this 14th day of December, 2013. Cool Acres, LLC is a Member-
managed/Manager-managed (strike one) limited liability company, the person who executed this
Real Estate Contract - Installments did so with proper authority and in the normal course of
business.



Marion Ostrander
Signature of Notary Public

SD
STATE OF ~~IOWA~~, COUNTY OF Minnehaha

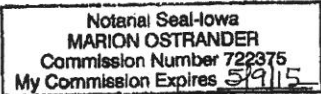
This Real Estate Contract - Installments was executed by Bert Heemstra
as the Trustee of the Appleroon Irrevocable Trust, this 17th day
of December, 2013, who executed this Real Estate Contract - Installments with proper authority
and in the normal course of Trust business.



Julie A. Brodtkort
Signature of Notary Public

STATE OF IOWA, COUNTY OF Warren

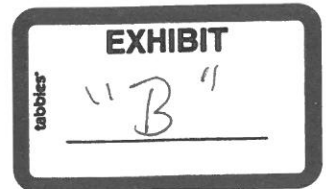
This Real Estate Contract - Installments was executed by Diane Clevenger, this 14th day
of December, 2013.



Marion Ostrander
Signature of Notary Public

Addendum 1

That part of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section Eight (8), Township Seventy-three (73) North, Range Twenty-four (24) West of the 5th P.M., Clarke County, Iowa, as shown in the Plat of Survey recorded June 13, 2012, in Book 44 at Page 418 in the Office of the Recorder of said County, described as follows: Beginning at the Northeast Corner of said Southwest Quarter of the Northeast Quarter; thence South 00° 12' 55" West 1321.26 feet to the Southeast Corner of said Southwest Quarter of the Northeast Quarter; thence South 00° 37' 00" West, 839.97 feet along the East line of said Northwest Quarter of the Southeast Quarter; thence North 89° 36' 07" West 1307.02 feet to the West line of said Northwest Quarter of the Southeast Quarter; thence North 00° 22' 55" East, 824.00 feet to the Center of said Section 8; thence North 00° 10' 10" West, 1324.38 feet to the Northwest corner of the Southwest Quarter of the Northeast Quarter; thence North 89° 50' 15" East, 1319.41 feet to the point of beginning, having an area of 64.93 acres including 2.82 acres of Clarke County Road Easement.



- The farms are rented for the 2019 farming season. The seller shall keep all 2019 rent payments.
- Farm leases will be terminated by the seller and full possession will be available for the 2020 crop year.
- It shall be the obligation of the buyer(s) to report to the appropriate County FSA office and show filed deed(s) in order to receive the following if applicable: A. Allotted base acres. B. Any future government programs. C. CRP prorate. Please note that the final tillable acres and final CRP acres will be determined by the FSA office.
- Buyer(s) agrees to follow all requirements of conservation plans and practices required by the FSA to maintain eligibility in the Conservation Reserve Program. Buyer agrees to accept responsibility and liability for any actions by the buyer which would endanger eligibility for the CRP or actions that would require repayment of the CRP payment or payments. Buyer further agree to indemnify and hold harmless the sellers for any recovery sought by the FSA due to actions of buyer, which would violate the requirements of the CRP. In the event the buyer elects to take the ground out of CRP, the buyer will be responsible to the seller for any prorate of the CRP payment that the seller would have received.
- Seller shall not be obligated to furnish a survey.
- This auction sale is not contingent upon Buyer's financing or any other Buyer contingencies.
- Purchasers who are unable to close due to insufficient funds or otherwise, will be in default and the deposit money will be forfeited.
- The buyer(s) shall be responsible for any fencing in accordance with Iowa/South Dakota state law.
- If one buyer purchases more than one tract, the seller shall only be obligated to furnish one abstract and deed. (husband & wife constitute one buyer)
- The buyer(s) shall be responsible for installing his/her own entrances if needed or desired.
- If in the future a site clean-up is required it shall be at the expense of the buyer(s).
- This real estate is selling subject to any and all covenants, restrictions, encroachments and easements, as well as all applicable zoning laws.
- The buyer(s) acknowledge 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 real estate.
- Steffes Group, Inc. is representing the Seller.
- Closing will take place at seller's attorney office, unless other closing arrangements are made.
- Any announcements made the day of sale take precedence over advertising.