

POWER OF ATTORNEY

The undersigned, Gerald E. Geers and Marjorie Ann Geers, husband and wife, of Quinn County, Iowa, do hereby make, constitute and appoint Charles P. Geers of Dubuque County, Iowa, and if he is unable to serve for any reason, they then appoint Rosemary M. Klein, of Delaware County, Iowa, the undersigned's true and lawful Attorney-in-Fact, with full right, power and authority for the undersigned and in the undersigned's name, place and stead for us and in our name to be given the full power and authority to do and perform each and every act necessary to settle and satisfy a certain REAL ESTATE CONTRACT - INSTALLMENTS between GERARD GEERS, Seller, (now deceased) and JOHN A. GEERS and SHARON A. GEERS, husband and wife, Buyers, dated the 12th day of September, 1974, and recorded on the 16th day of September, 1974, in the Delaware County Recorder's Office in Manchester, Iowa, in Book 96, page 123.

For us and in our name to demand and receive the principal and interest due us by virtue of said real estate contract and on receipt thereof, to execute, acknowledge, and deliver the appropriate deed and any other documents in satisfaction of said contract and to record all necessary deeds and documents to show satisfaction of said contract.

For us and in our name and for our account to deposit in Fidelity Bank and Trust, Dyersville, Iowa, all moneys which shall come to his hands as such Attorney-in-Fact and for that purpose to endorse the same for deposit or collection, and from time to time to withdraw any and all moneys deposited with the said bank for purposes of paying necessary expenses to accomplish the settlement of the above referred to contract and thereafter to make distribution of said funds to the undersigned.

For us and in our name to institute any action in a court of competent jurisdiction or outside of Court, including but not limited to proceedings under paragraph 15.1 and 15.2 of the above described real estate contract against John A. Geers and Sharon A. Geers, husband and wife, or against any third party, if necessary, including, but not limited to the Farmers Home Administration, for the collection of the sums due on the contract, and to conduct the same to a final decision, or to negotiate any settlement, or to institute mediation procedures required by Iowa Law, in the matter that my said attorney may deem expedient. For this purpose my Attorney-in-Fact is authorized to employ legal counsel to arbitrate, to compromise, to submit to judgment, or to prosecute an appeal.

For us and in our name to defend any actions, suits or legal proceedings that may be instituted against us, and for that purpose our said Attorney-in-Fact is authorized to employ legal counsel, to arbitrate, to compromise, to submit to judgment, or to prosecute on appeal.

To continue and pay for any abstracting requirements and to do and perform every act necessary to comply with all the terms and provisions set forth in said described contract to settle same with Buyers.

My Attorney-in-Fact shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Attorney-in-Fact on our behalf and I authorize my Attorney-in-Fact to make reimbursement to himself at such times as he deems appropriate.

MOSS & HEIMS
LAW OFFICES
DYERSVILLE, IOWA
52040

FILE No. <u>44-740</u>	21	DAY OF	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE \$ <u>10.00</u>	FILED FOR RECORD THE <u>September</u> 19 <u>90</u> AT <u>2:20</u>		<u>Joan Sheppard</u> Recorder
TRANSFER FEE \$ _____	P. <u>16</u> M. BOOK _____ PAGE <u>249</u>	By <u>Aff.</u>	Deputy

This instrument shall be governed by the laws of the State of Iowa in all respects, including its validity, construction, interpretation and termination and all acknowledgements of the undersigned on any written documents including this Power of Attorney to be in accordance with Iowa Law.

For us and in our name to be given the full power and authority to do and perform each and every act to represent us and make all decisions and execute all documents necessary to accomplish the Iowa Farmer Creditor Mediation Program pursuant to 1986 Iowa Acts, House File 2473, Section 15.

giving and granting unto said Attorney-in-Fact the full power and authority to do and perform each and every act, deed, matter and thing whatsoever required and necessary to be done in and about the foregoing, as fully as the undersigned might or could do if personally present and acting.

The undersigned further direct that this Power of Attorney shall take effect immediately and shall be irrevocable unless and until such time as there is filed of record a duly acknowledged revocation of this instrument in the same office in which the instrument containing this power is recorded. Further, this Power of Attorney shall not be affected by disability on the part of either of the undersigned.

The undersigned do hereby authorize said Attorney-in-Fact to relinquish all rights of dower, homestead and distributive share in and to any real estate described herein in which the undersigned has an interest.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 6-14-90 Gerald E. Geers
Gerald E. Geers
Dated: 6-14-90 Marjorie Ann Geers
Marjorie Ann Geers

STATE OF IOWA, Jesse COUNTY, SS:
On June 14th, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald E. Geers and Marjorie Ann Geers, husband and wife, 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.

Eileen P. Mork
Eileen P. Mork Notary Public
in and for said County & State

