

Prepared by: Travis J. Schroeder, Simmons Perrine Moyer Bergman PLC  
and return to: 115 Third Street SE - Suite 1200, Cedar Rapids, Iowa 52401 (319) 366-7641

Travis J. Schroeder ISBA No. AT0010099 **SPACE ABOVE THIS LINE FOR RECORDER**  
Address Tax Statement: Scott Shover, 2041 – 215<sup>th</sup> Street, Manchester, Iowa 52057

### REAL ESTATE CONTRACT – INSTALLMENTS

IT IS AGREED this 21 day of August, 2018 (the “Closing”), by and between **RANDY SHOVER** and **MARY JO SHOVER**, husband and wife, of Manchester, Delaware County, Iowa (collectively the “Sellers”) and **SCOTT SHOVER**, a married person, of Manchester, Delaware County, Iowa (“Buyer”);

That the Sellers, as in this contract provided, agree to sell to the Buyer, and the Buyer in consideration of the premises, hereby agrees with the Sellers to purchase the following described real estate situated in Delaware County, Iowa, to-wit:

**See Exhibit “A” attached hereto and incorporated herein by reference (pages 11-12),**

subject to easements, covenants, conditions, and restrictions of record, and together with all improvements of any type now existing or to be made at any time thereon and any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be stated below (the “Real Estate”), and certain personal property if and as may be herein described or if and as an itemized is attached hereto and marked Exhibit “B,” all upon the following terms and conditions:

**1. TOTAL PURCHASE PRICE.** The Buyer agrees to pay the Sellers for said Real Estate the total of **ONE HUNDRED THIRTEEN THOUSAND AND 00/100 DOLLARS (\$113,000.00)** due and payable at 2271 Jefferson Rd., Manchester, Iowa 52057, as follows:

**A. Down Payment.** Cash down payment at closing equal to **NINE THOUSAND SIXTY-ONE AND 81/100 DOLLARS (\$9,061.81)**. Sellers acknowledge that **FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$4,500.00)** has already been received from Buyer, so only **FOUR THOUSAND FIVE HUNDRED SIXTY-ONE AND 81/100 DOLLARS (\$4,561.81)** shall be due from Buyer to Sellers at closing.

**B. Purchase Price Paid in Installments.** The balance of the purchase price of **ONE HUNDRED THREE THOUSAND NINE HUNDRED THIRTY-EIGHT AND 19/100 DOLLARS (\$103,938.19)** shall be paid by Buyer to Sellers over a twenty (20) year period. From and after the date of possession on August 21, 2018, interest shall accrue on the unpaid portion of the purchase price at a rate equal to six percent (6.00%) per annum. The balance of the purchase price will be paid in twenty (20) consecutive equal annual installments of principal and interest, such installments to begin on the first (1<sup>st</sup>) anniversary of the date of possession and end on the twentieth (20<sup>th</sup>) anniversary of the date of possession.

As such, Buyer shall pay to Sellers the annual installment payment amount of **NINE THOUSAND SIXTY-ONE AND 81/100 DOLLARS (\$9,061.81)** on or before the 21 day of August

each and every year beginning in 2019 (the first anniversary of the date of possession) and ending in 2038 (the twentieth anniversary of the date of possession); said payments to be applied first to the interest then unpaid and next upon the balance of the principal. Buyer shall not be entitled to prepay any portion of the purchase price without the prior written consent of the Sellers (or Surviving Seller) except as provided under Paragraph 24(A) below.

**2. POSSESSION.** Buyer, concurrent with due performance on his part, shall be entitled to possession of the Real Estate upon execution of this contract, and thereafter so long as Buyer shall perform the obligations of this contract. Buyer shall be entitled to any rentals from the Real Estate that are due on or after the date of possession.

**3. TAXES AND SPECIAL ASSESSMENTS.** Sellers shall pay the real estate taxes that are due and payable for the 2016 tax year (which installments are due September 2017 and March 2018), and shall pay any unpaid real estate taxes for any prior years. Buyer shall pay any real estate taxes which are due and payable for the 2017 tax year (which installments are due September 2018 and March 2019) and for each subsequent tax year, and shall pay all such real estate 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 party, at the request of the other party, evidence of payment of such items not later than July 15 of each year.

Upon subsequent request by Seller, Buyer shall on the said dates for the installment payment due each year as set forth above in Paragraph 1, in addition to the said annual installment payments of principal and interest, pay the annual taxes, annual special assessments and annual insurance to Seller, as a trust fund, in amounts reasonably calculated by Seller, for the timely payment of such items by Seller to the extent of such fund.

**4. SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments against the Real Estate:

A. Which are a lien thereon as of the date of the mutual execution of this contract.

B. Including charges heretofore assessed by any municipality having jurisdiction as of the date of possession.

Buyer shall pay all subsequent special assessments and charges, before they become delinquent. Buyer shall not allow any liens or judgments of any kind to attach to the Real Estate. Such action(s) will constitute a default of this entire contract.

**5. MORTGAGE.** Any mortgage or encumbrance of a similar nature against the Real Estate shall be timely paid by Sellers so as not to prejudice the Buyer's equity in the Real Estate. Should Sellers fail to pay, Buyer 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 their 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 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. Buyer hereby expressly consents to such a mortgage and agrees to execute and deliver all necessary papers to aid Sellers in securing such a mortgage which shall be prior and paramount to any of Buyer's then rights in the Real Estate.

**6. INSURANCE.** Buyer, as and from said date of possession, shall constantly keep in force insurance, premiums therefor to be prepaid by Buyer (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 the Real Estate 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 Buyer as their interests may appear. Sellers' interest shall be protected in accordance with a standard or union-type loss payable clause. **AT THE REQUEST OF SELLERS, BUYER 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.** Buyer shall take good care of the Real Estate; shall keep the buildings and other improvements now or hereafter placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract without the written consent of the Sellers. Buyer shall not make any material alteration to the Real Estate without the written consent of the Sellers. Buyer shall not use or permit the Real Estate to be used for any illegal purpose.

**8. LIENS.** No mechanics' lien shall be imposed upon or foreclosed against the Real Estate.

**9. ADVANCEMENT BY SELLERS.** If Buyer fails to pay such real estate 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.

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

**11. EXCEPTIONS TO WARRANTIES OF TITLE.** The warranties of title in any Deed made pursuant to this contract (See Paragraph 12) 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 Buyer; (f) spouse, if not titleholder, need not join in any warranties of the deed unless otherwise stipulated.

**12. 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 Buyer have been complied with, Sellers will execute and deliver to Buyer a General Warranty Deed conveying the Real Estate in fee simple pursuant to and in conformity with this contract and Sellers will at this time deliver to Buyer an abstract showing merchantable title, in conformity with this contract, Iowa law, and the land title Standards of the Iowa State Bar Association. 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 the Real Estate 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 any previous written offer of Buyer to buy the above described Real Estate which was accepted by Sellers. 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 contract, then upon due performance by Buyer, Sellers shall execute and deliver a Bill of Sale consistent with the terms of this contract. Sellers shall pay all taxes on any such personal property payable in 2018 and all taxes thereon payable prior thereto.

**13. ABSTRACT AND TITLE.** Buyer has not examined the abstracts of title to this Real Estate and such abstract is not accepted. Sellers agree that Buyer, at his expense, may have the abstracts of title to the Real Estate updated and may have the abstracts reviewed after Buyer takes possession of the Real Estate. Sellers agree to cooperate in good faith with Buyer and to use their best efforts to cure any title defects and objections that may exist such that Buyer receives marketable title pursuant to this contract, Iowa law, and the title standards of the Iowa State Bar Association.

**14. FORFEITURE.** If Buyer (a) fails to make the payments aforesaid, or any part thereof, as

same become due; or (b) fails to pay the taxes or special assessments or charges, or any part thereof, levied upon the Real Estate, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fails to keep the Real Estate insured; or (d) fails to keep it in reasonable repair as herein required; (e) fails 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 this option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 of the Iowa Code), or (f) defaults under the terms of any mortgage given by Buyer encumbering any part of the Real Estate. Upon completion of such forfeiture Buyer 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 the Real Estate, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if the Buyer, 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.

**15. FORECLOSURE AND REDEMPTION.** If Buyer fails 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 of the Iowa Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the Real Estate 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 Buyer 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 Real Estate 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 Buyer 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 Buyer, 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 Buyer or his successor in interest in such action. If the redemption period is so reduced, Buyer or his 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 Buyer shall be a presumption that the Real Estate 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.

**16. INTEREST ON DELINQUENT AMOUNTS.** Either party will pay interest at a rate of 7% to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.

**17. RELEASE OF RIGHTS.** The Sellers hereby relinquish all rights of dower, homestead and distributive share in and to the Real Estate and waive all rights of exemption as to any of the property.

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

**19. CERTIFICATION.** Buyer and Sellers each certify that he/she is 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.

**20. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Sellers and Buyer agree that this transaction is exempt from the time of transfer inspection requirements by reason that the sale of the Real Estate is between related parties.

**21. NOTICE.** Notices required, permitted, or otherwise given under this Agreement shall be in writing and shall be deemed effective if given to the individuals named below. Notice shall be deemed given upon receipt of personal service, or upon mailing by first class mail, certified with restricted delivery, return receipt requested, to the address provided below:

To Buyer:  
Scott Shover  
2041 – 215<sup>th</sup> Street  
Manchester, IA 52057

To Sellers:  
Randy Shover and Mary Jo Shover  
2271 Jefferson Rd.  
Manchester, IA 52057

**22. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE.** If Sellers, immediately preceding acceptance of the offer, 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 the Seller, 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 rights of survivorship and not as tenants in common; and Buyer in the event of the death of any 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.

**23. GENERAL PROVISIONS.** The following general provisions govern this Agreement:

**A. No Waivers.** The waiver by either party hereto of any condition or the breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant, or condition herein contained.

**B. 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.

**C. Governing Law.** This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Iowa.

**D. Invalidity.** If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

**E. Complete Agreement.** All understandings and agreements heretofore existing between the parties are merged into this Agreement that alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Buyers at closing.

**F. 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 Buyer, or imposed upon them, or upon the above described Real Estate, Buyer agrees to pay Sellers' reasonable attorney's fees.

**G. Assignment.** In case of the assignment of this contract by either of the parties, if permitted by the terms of this contract, prompt notice shall be given to the other party, 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.

**H. 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 personal property shall be considered indivisible with the Real Estate above described; and any such termination of Buyer's rights in said Real Estate shall concurrently operate as the forfeiture or foreclosure hereto against all such personal property.

**I. Counterparts.** This Agreement may be executed in a number of identical counterparts, which taken together, shall cause it to be collectively one Agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart with each party's signature. An electronically-transmitted copy of an executed counterpart of this agreement shall be deemed an original.

**J. No Presumption Against Drafter.** This Agreement has been freely negotiated by both parties. In any controversy, dispute, or contrast over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

## **24. SPECIAL PROVISIONS.**

**A. Right to Prepay.** During the lives of Sellers, Buyer shall not be entitled to prepay any portion of the unpaid balance of the purchase price without the prior written consent of the Sellers (or the survivor of the Sellers). Following the death of the survivor of the Sellers, the Buyer shall be entitled to prepay all or any portion of the unpaid balance of the purchase price at any time without penalty.

**B. Death of Both Sellers.** Should both Sellers die prior to the expiration and full satisfaction of this contract, Sellers anticipate that their interest in this contract will pass pursuant to their estate planning documents, and those beneficiaries receiving an interest in this contract shall step into the shoes of the "Sellers" for all purposes of this contract. Sellers' estate/trust estates and those beneficiaries receiving an interest in this contract shall be bound by the terms of this contract. Moreover, each Seller anticipates creating a revocable trust to hold his/her assets during life, and Buyer and Sellers agree that each Seller may transfer his/her interest in this contract to the trustee of his/her revocable trust and, upon written notice to Buyer, all payments to be made hereunder shall thereafter be made to such trustee (provided that each such trustee shall step into the shoes of each "Seller" for all purposes of this contract). The death of Sellers (nor the transfer of each Seller's interest in this contract to a trust over which each Seller holds a power of revocation) shall not accelerate the payment of any balance still due under this contract at the time of such death (or transfer, as appropriate).

**C. Seller's Desire for Buyer to Retain the Real Estate.** It is the Sellers' strong personal desire that Buyer not sell the Real Estate during his lifetime and that he pass it down to the next generation so that Sellers' grandchildren will continue to farm the Real Estate and understand the need to preserve and maintain the Real Estate and the family's heritage.

**D. Allocation of Profit Realized on Sale of Real Estate Prior to Twentieth (20<sup>th</sup>) Anniversary of Closing.** In the event the Buyer (or successors in interest to the Buyer) should sell all or any portion of the Real Estate at any time prior to the twentieth (20<sup>th</sup>) anniversary of Closing and the Buyer (or his successor) realizes a profit or gain from such sale, then such profit or gain shall be shared by the members of Sellers' family on the following basis: the profit or gain realized by Buyer (or his successors) shall be divided into equal shares, with one equal share passing to each child of Sellers who is then living (including Buyer, if Buyer is then living) and one equal share passing, collectively, on a *per stirpes* basis to the descendants of each child of Sellers who is not then

living but who is survived by descendants then living (including the descendants of Buyer, if Buyer is not then living). For purposes of this Subparagraph (D), the profit or gain realized by Buyer (or his successors) shall be calculated by subtracting from the total sales price of the interest in Real Estate being sold the sum of the following three items: (a) all costs of closing on and consummating the sale (including, but not limited to, auction fees/costs, realtor listing fees and commissions, abstracting costs, attorney fees and expenses, transfer taxes and other closing costs incurred as a result of such sale), (b) the fair market value (determined as of the date of sale) of any building or structure constructed by Buyer (or Buyer's successors in interest) on the Real Estate being sold, and (c) the product of \$661.44 per acre multiplied by the number of acres included in the Real Estate being sold (the "basis" of the interest in Real Estate being sold). However, all debts encumbering the Real Estate being sold shall first be paid in full before the profit or gain realized by Buyer (or his successor) shall be divided among the family as provided above.

**E. Agreement Drafted by Counsel for the Sellers.** This Agreement has been drafted by Simmons Perrine Moyer Bergman PLC ("Simmons Perrine") as counsel for the Sellers. The Buyer has been advised to seek the advice of independent counsel with respect to all consequences of entering into this Agreement and has had the opportunity to seek such advice. The Buyer acknowledges that Simmons Perrine has not and will not represent Buyer with respect to his rights and obligations under this Agreement, and that Buyer has not obtained any legal advice from or otherwise relied in any manner whatsoever on Simmons Perrine.

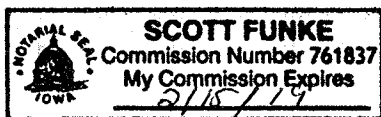
**25. SURVIVAL.** The provisions of Paragraph 24 shall survive closing.

Randy Shover  
**Randy Shover, SELLER**  
2271 Jefferson Rd.  
Manchester, IA 52057

Mary Jo Shover  
**Mary Jo Shover, SELLER**  
2271 Jefferson Rd.  
Manchester, IA 52057

STATE OF IOWA, COUNTY OF Delaware, ss:

This instrument was acknowledged before me on the 21 day of August, 2018, by **Randy Shover and Mary Jo Shover**, husband and wife.



Scott Funke  
**Notary Public in and for said State**  
**My Commission Expires:**  
2/15/19

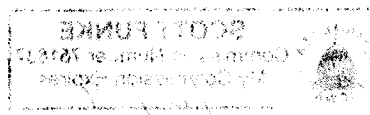
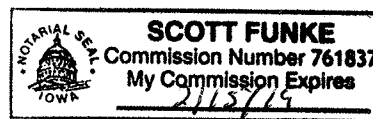
Scott Shover  
**Scott Shover, BUYER**  
2041 – 215<sup>th</sup> Street  
Manchester, IA 52057

Susan Shover  
**Susan Shover, Spouse of BUYER**  
2041 – 215<sup>th</sup> Street  
Manchester, IA 52057

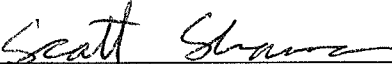
STATE OF IOWA, COUNTY OF Delaware, ss:


This instrument was acknowledged before me on the 21 day of August, 2018, by **Scott Shover** and **Susan Shover**, husband and wife.

Scott Funke  
**Notary Public in and for said State**  
**My Commission Expires:** 2/18/19



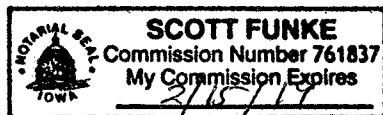
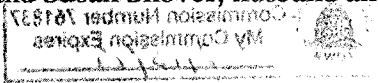
I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

  
\_\_\_\_\_  
**Scott Shover, BUYER**  
2041 – 215<sup>th</sup> Street  
Manchester, Iowa 52057

  
\_\_\_\_\_  
**Susan Shover, Spouse of BUYER**  
2041 – 215<sup>th</sup> Street  
Manchester, Iowa 52057

STATE OF IOWA, COUNTY OF Delaware, ss:

This instrument was acknowledged before me on the 21 day of August, 2018, by **Scott Shover and Susan Shover**, husband and wife.



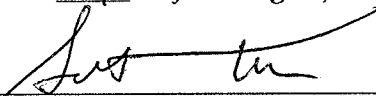
  
\_\_\_\_\_  
**Notary Public in and for said State**  
**My Commission Expires:**  
2/15/19

EXHIBIT "A"  
LEGAL DESCRIPTION

Parcel B of the Plat of Survey of Parcels B and C of the East 270 feet of the East Eighteen-fortieths of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 9-88N-5W, Delaware County, Iowa, according to Plat Recorded in Book 2003, Page 2211 of the records of the Delaware County, Iowa, Recorder;

AND

The SE  $\frac{1}{4}$  ; The West  $\frac{1}{2}$  of the NE  $\frac{1}{4}$ , EXCEPT the North 30 acres thereof , the E  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  , EXCEPT the North 30 acres thereof, all in Section 4-88N-5W, Delaware County, Iowa,

FURTHER EXCEPTING THEREFROM THE ALL OF THE FOLLOWING

**Shover Family Subdivision** being a part of the SE  $\frac{1}{4}$  of the NE Frl.  $\frac{1}{4}$  of Section 4-88N-5W, Delaware County, Iowa, as according to the Plat of Survey recorded on June 25, 2002 in Book 2002 at Page 2363 of the records of the Delaware County, Iowa, Recorder;

AND

**Shover Family Subdivision, Plat No. 2**, Delaware County, Iowa, being a part of the SE  $\frac{1}{4}$  of the NE Frl.  $\frac{1}{4}$  of Section 4-88N-5W, Delaware County, Iowa, Recorder according to the Plat of Survey recorded on September 19, 2005 in Book 2005 at Page 3320 of the records of the Delaware County, Iowa, Recorder;

AND

**Windy Hollow**, a subdivision of part of the NE Frl.  $\frac{1}{4}$  and part of the SE  $\frac{1}{4}$  of Section 4-88N-5W, Delaware County, Iowa, according to the Plat of Survey recorded on April 20, 2000 in Book 2000 at Page 1238 of the records of the Delaware County, Iowa, Recorder;

AND

**Windy Hollow Third Addition**, a subdivision, according to the Plat of Survey recorded on November 20, 2012 in Book 2012 at Page 3978, said subdivision is a part of Lot A of Windy Hollow, as recorded in Book 2000, Page 1238, EXCEPT Parcel C, as recorded in Book 2001, Page 3703 in the records of the Delaware County, Iowa, Recorder in Section 4-88N-5W Delaware County, Iowa;

AND

**Parcel B**, as recorded in the Plat of Survey on October 16, 2001 in Book 2001 at Page 3703 of the Records of the Delaware County, Iowa, Recorder, being a part of Lot 17, Windy Hollow, a subdivision of part of the NE Frl.  $\frac{1}{4}$  and part of the SE  $\frac{1}{4}$  of Section 4-88N-5W, Delaware County, Iowa, according to the Plat of Survey recorded on April 20, 2000 in Book 2000 at Page 1238 of the records of the Delaware County, Iowa, Recorder;

AND

**Parcel C**, as recorded in the Plat of Survey on October 16, 2001 in Book 2001 at Page 3703 of the Records of the Delaware County, Iowa, Recorder, being a part of Lot A, Windy Hollow, a subdivision of part of the NE Frl.  $\frac{1}{4}$  and part of the SE  $\frac{1}{4}$  of Section 4-88N-5W,

Delaware County, Iowa, according to the Plat of Survey recorded on April 20, 2000 in Book 2000 at Page 1238 of the records of the Delaware County, Iowa, Recorder;

AND

**Whitetail Ridge Subdivision**, being a part of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and part of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 4-88N-5W, Delaware County, Iowa, according to the Plat of Survey recorded on April 21, 1998 in Book 8 at Page 118 of the records of the Delaware County, Iowa, Recorder;

AND

**Whitetail Ridge Second Subdivision**, according to the Plat of Survey recorded on October 11, 2013 in Book 2013 at Page 3245 of the Records of the Delaware County, Iowa, Recorder, being a part of the subdivision of Lot 1 of Windy Hollow Second Addition, part of the SE  $\frac{1}{4}$  of Section 4-88N-5W, Delaware County, Iowa, according to the Plat of Survey recorded on December 11, 2008 in Book 2008 at Page 3749 of the records of the Delaware County, Iowa, Recorder.