



**Book 2023 Page 2923**

Document 2023 2923 Type 04 002 Pages 18  
Date 11/21/2023 Time 9:50:22AM  
Rec Amt \$97.00\*

Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

**REAL ESTATE CONTRACT-INSTALLMENTS**  
**Recorder's Cover Sheet**

**Preparer Information:** Adrian T. Knuth, 320 W. Main St., P. O. Box 458, Anamosa, IA 52205,  
Phone: (319)462-4378

**Taxpayer Information:** Todd M. Marks and Lorrie S. Marks, 1120 Pisco Lane, Oxnard, CA  
93035

**Return Document To:** Adrian T. Knuth, 320 W. Main St., P. O. Box 458, Anamosa, IA 52205

**Grantors:**

Estate of Robert H. Furino, Deceased

**Grantees:**

Todd M. Marks

Lorrie S. Marks

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**

A handwritten mark, possibly a stylized number '2' or a signature, is written above a horizontal line.



## REAL ESTATE CONTRACT-INSTALLMENTS

IT IS AGREED on 11/10/2023, by and between the Estate of Robert H. Furino, deceased ("Seller"); and Todd M. Marks and Lorrie S. Marks, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common ("Buyers");

That the Seller, as in this contract provided, agrees to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Seller to purchase the following described property situated in the County of Delaware, State of Iowa, to-wit:

Cabin on leased land (Lot 23, plat of Hartwick Lake Club West, a subdivision of part of the S $\frac{1}{2}$  of Section 24 and part of the N $\frac{1}{2}$  of Section 25, Township 88 North, Range 5 West of the 5th P.M.) located at 21258 262<sup>nd</sup> St., Delhi, Iowa 52223,

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 \$275,000.00 due and payable as follows:

\$200,000.00 shall be paid on December 28, 2023. Beginning June 1, 2024, and continuing on the first day of each month thereafter until all sums due under the terms of this contract have been paid in full, Buyers shall pay Seller the sum of \$2,500.00, which sum includes interest of 5.10% per annum commencing December 28, 2023. Payments shall apply first to the payment of accrued interest, balance to principal. Buyers may prepay any and all sums due under the terms of this contract without penalty.

2. **POSSESSION.** Buyers, concurrently with due performance on their part shall be entitled to possession of said premises when the initial \$200,000.00 payment due under the terms of this contract has been paid; and thereafter so long as they shall perform the obligations 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 indicate by 'yes' in the space following: No.

3. **TAXES.** Seller shall be responsible for payment of the real estate tax installments due March 31, 2024 and September 30, 2024. Buyers shall pay all taxes not assumed by Seller 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 no later than 45 days following payment of the taxes in question.

4. **SPECIAL ASSESSMENTS.** Seller shall pay the special assessments against this property:

- a) ~~Which, if not paid, in the year \_\_\_\_\_, would become delinquent and all assessments payable prior thereto.~~
- b) Which are a lien thereon as of the date of possession.
- c) Including all sewage disposal assessments for overage charge heretofore assessed by any municipality having jurisdiction as of date of possession.

Buyers, except as above 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 Seller so as not to prejudice the Buyers' equity herein. Should Seller 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 SELLER.** Seller, 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 75% 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 Seller 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 Seller, 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. **SELLER AS TRUSTEES.** Seller agrees 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 Seller or their assigns in said real estate; and if Seller 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 as 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 Seller 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 Seller 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 Seller and Buyers as their interests may appear. Seller's 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 SELLER** 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 Seller 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 Seller. 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 SELLER.** If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Seller 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 Seller, 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 Seller 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 Seller, this sale shall not constitute such destruction and the proceeds of this contract, and any continuing and/or recaptured rights of Seller in said real estate, shall be and continue in Seller 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 Seller) and to accept deed solely from him or them consistent with paragraph 14 below unless and except this paragraph is stricken from this agreement.
11. **SELLER.** 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 "Seller" in the printed portion of the 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 Seller 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 bill of sale 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) Seller shall give Special Warranty as to the period after equitable title passes to Buyers; (f) Spouse if not titleholder, need not join in any warranties of the deed unless otherwise stipulated: (g) X (Mineral reservations of record?) (h) X (Liens?)(Easements not recorded?)(Interest of other parties?)(Lessee?)
14. **BILL OF SALE.** Once all sums of money due under the terms of this contract have been paid, Seller will execute and deliver to Buyers a bill of sale transferring outright title to the cabin and the personal property identified on Exhibit "A" to Buyers.
15. **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 Seller, 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 for improvements if any shall be retained and kept by Seller 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.
16. **FORECLOSURE AND REDEMPTION.** If Buyers fail to timely perform this contract, Seller, 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 Seller, 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) Seller 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.

17. **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 Seller, 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 attorney's fees.
18. **INTEREST ON DELINQUENT AMOUNTS.** Either party will pay interest at the rate of 12% per annum 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.
19. **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.
20. **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 Buyers' rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereto against all such personal property.

21. **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 "Seller."
22. **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.
23. **LEAD-BASED PAINT NOTICE.** If applicable, see attached Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazard.
24. **CERTIFICATION.** Buyers and Seller 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.
25. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.**  
Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason of exemption #3 - conveyance by a fiduciary in connection with the administration of an estate.

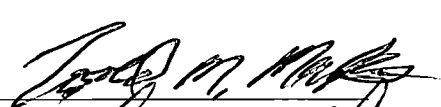
**26. SPECIAL PROVISIONS.**

- A.** Seller assigns unto Buyers all of its rights, title and interests in the lease with Hartwick Lake Club for the real estate upon which the cabin being sold to Buyers under the terms of this contract is situated. A signed copy of that lease, marked Exhibit "B", accompanies this contract. Buyers accept assignment of that lease and agree to assume the obligations and responsibilities of Seller thereunder. Further, Buyers agree to indemnify and hold Seller safe and harmless from any breach of that lease agreement occasioned by the acts and/or omissions of Buyers.
- B.** In addition to the \$200,000.00 down payment due under the terms of this contract, upon execution of this contract Buyers shall pay Seller the sum of \$2,006.25 to reimburse Seller for the lot rent paid by Seller for the months of January through May, 2024. Buyers acknowledge being advised the lot rent is payable on an annual basis June 1<sup>st</sup> each year. Buyers further acknowledge the lot rent for fiscal year June 1, 2023 – May 31, 2024 was \$4,815.00.

- C. Buyers further acknowledge being responsible for annual payments for road maintenance to Hartwick Lake Club which assessments are currently \$250.00 per year. Further, Buyers shall reimburse Seller for the road maintenance assessment paid by Seller for the months of January through May 2024 in the amount of \$104.16.
- D. Should Buyers receive a bona fide third party offer to purchase the cabin being purchased by Buyers from Seller under the terms of this contract, an offer Buyers would otherwise accept, before accepting the third parties offer Buyers shall give Seller the right of first refusal. Upon receipt of a bona fide third party offer to purchase the cabin Buyers would otherwise accept, Buyers shall deliver to Seller, or Seller's assigns, a copy of the third party offer and Seller, or its assigns, shall have 20 days from receipt of the third party offer to exercise its right of first refusal. If Seller, or its assigns, timely exercises its right of first refusal, Seller, or its assigns, shall be afforded the right to purchase the cabin from Buyers on the same terms and conditions as offered by the third party. If Seller, or its assigns, fail to timely exercise their right of first refusal, Buyers may sell the cabin to the third party upon the terms and conditions offered by the third party. This right of first refusal shall survive fulfillment of this contract.

**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: 11-10-2023

  
Todd M. Marks, Buyer

Dated: 11-10-2023

  
Lorrie S. Marks, Buyer



Dated: 11-10-2023

Dated: Todd M. Marks  
11/10/2023

**SELLER**

**BUYERS**

ESTATE OF ROBERT H. FURINO,  
DECEASED

BY: Jerry L. Marks  
Jerry L. Marks, Executor

Todd M. Marks  
Todd M. Marks

Lorrie S. Marks  
Lorrie S. Marks

**SEE ATTACHED  
NOTARY CERTIFICATE**

11/16/2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

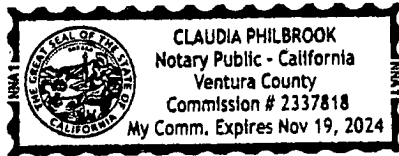
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Ventura )
On November 10, 2023 before me, Claudia Philbrook, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Todd M. Marks and Lorne S. Marks
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Claudia Philbrook
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Real Estate Contract - Installment Document Date: November 10, 2023
Number of Pages: Nine Signer(s) Other Than Named Above: No other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: Todd M. Marks
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name: Lorne S. Marks
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles } s.s

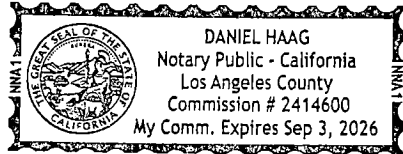
On NOVEMBER 16, 2023 before me, DANIEL HAAG, NOTARY PUBLIC,  
personally appeared JERRY L. MARKS

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Daniel Haag  
Signature of Notary Public



Seal

-----OPTIONAL INFORMATION-----  
Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of REAL ESTATE CONTRACT - INSTALLMENTS.  
Containing    pages, and dated 11/16/2023.

**EXHIBIT A**

**PERSONAL PROPERTY INCLUDED IN CONTRACT SALE OF CABIN**

1. 1973 Shorelander trailer
2. 16 foot Larson boat with 70hp Evinrude outboard motor
3. 24 foot Flotebote pontoon boat with 115hp Johnson outboard motor
4. All household goods, furnishings and appliances located within cabin at 21258 262<sup>nd</sup> St., Delhi, Iowa 52223

EXHIBIT B

Prepared by: Marcheta R. Cooley Lux 2607 220th Ave. Delhi, IA 52223-8503, ph 319 922 2792 Page 1 of 6  
Land Real Estate Taxpayer: Marcheta R. Cooley Lux, 2607 220<sup>th</sup> Ave, Delhi, IA 52223-8503  
Return Document: Robert Furino, 114 N. Sales Ave. Anamosa, IA 52205

**LEASE**

THIS AGREEMENT, made between **Marcheta R. Cooley Lux of HARTWICK LAKE CLUB**, owner of said lot described below, hereinafter designated as "LANDLORD", AND **Robert Furino** herein after designated as "TENANT", mailing address: 114 N. Sales Ave, Anamosa, IA 52205 Ph: 319-721-2233.

WITNESSETH that the said LANDLORD has this day leased unto TENANT the following described premises, owned by LANDLORD, in Delaware County, to wit: 911 ADDRESS IS 21258 262<sup>nd</sup> ST.- LOT 23 PLAT OF HARTWICK LAKE CLUB WEST SUBDIVISION OF PART OF THE S ½ OF SECTION 24 AND OF PART OF THE N ½ OF SECTION 25, ALL IN T88N, R5W OF THE FIFTH P.M. MILO TWP., DELAWARE COUNTY, IA. In addition, Parcel 2017-20 recorded in miscellaneous Book V, Page 147 has been added to this lease. The LANDLORD has no interest in the proposed new buildings that may be built on the above described area, according to the present plat, thereof, for a term of thirty, (30) years, beginning June 15, 2017 and ending June 14, 2047 at an annual rental due and payable at once, forthwith, each year. To be strictly in advance, and in case of default in payment of said rent when due, time being of the essence of this contract, the same shall bear interest at the highest legal rate per annum from date of default until paid in full. The first year lease rent shall be \$3766.00 for the year 2017. In addition, Parcel 2017-20 will be added to the 2018 lease in the amount of \$250.00. Each year thereafter, the lease rent will be determined by the following factors:

1. An increase of no more than 3 times the annual percentage of increase in the United States bureau of Labor Statistics Revised Consumer Price Index for All Urban Consumers.
2. Any State or Federal Mandates
3. Any cost of garbage service not taken care of by the area Association. Any increase of Real Estate Property tax.

At the end of this 30 year lease, the TENANT does have the option of obtaining a new lease for an additional 20 years. Before the end of the 30 year period, but not before the last year of this lease, it is the obligation of the TENANT to make

an appointment with the LANDLORD representative of HARTWICK LAKE CLUB for the purpose of signing said lease.

For purposes hereof, the word "Year" shall be defined as that period of Twelve months commencing on June 15 of each year and ending on June 14 of the following year, commencing with the year 2017.

Prior to offering the leased premises for sale to a third party, LANDLORD agrees to extend to TENANT first option to buy leased lot. It is further agreed that at the time, if or when said lot should be offered for sale, and not prior thereto, and a mutually agreed price cannot be reached, said lot will be appraised by an approved appraiser chosen by the LANDLORD and by an approved appraiser chosen by the TENANT. If there can not be a price established by the first two appraisers, a third appraiser will be chosen by the two appraisers previously selected, with said three appraisals to be averaged, and TENANT shall have the right to purchase at this price.

If TENANTS shall fail to comply with any of the terms or conditions of this lease, the LANDLORD, in addition to any other remedies, may exercise at his discretion, any one or more of the following remedies, to-wit:

1. Declare the rent for said lease that is past due and the none expired term due and proceed to collect the same or require the sale of said personal property with all past due lease rent, interest, and accrued legal expenses being paid to LANDLORD before any new lease or transfer will be offered.
2. Elect to declare a forfeiture of this lease and all TENANTS rights hereunder, an ordinary three day Notice to Quit being sufficient for this purpose as well as being the basis for suit for possession.

If forfeiture is elected, TENANT shall have 120 days to remove the existing structures and additions on the premises and all structures and additions TENANT has placed on said premises and shall be liable for payment of rent for this period of time at the current rate in said Lease. All or any part of said structure and addition not removed by TENANT within said time shall become property of LANDLORD without further notice or action on the part of LANDLORD and shall not be subject to any liens placed thereon by TENANT. A partial payment of rent due shall not constitute a waiver of right of action for balance due aided by attachment or of action for forcible entry and detainee on account of the unpaid balance of rent for the period upon which part payment was made. In all provisions under this lease, time is of the essence and the performance of all other obligations are material.

In case of any action or in any proceedings in any Court, to collect any sums payable or secured by this lease or to protect the lien herein given, or in any other case permitted by law in which attorneys' fees may be collected from TENANTS or charged upon the property, TENANTS agree to indemnify and hold LANDLORD

3

harmless from all attorney fees and expenses incurred by LANDLORD in connection with the enforcement of said Lease or any of the terms and conditions thereof.

It is further agreed that all buildings and erections put or placed upon this lot by TENANT during the term of this lease shall be the personal property of said TENANT, and taxable as such, and may be removed there from by said TENANT before the end of the term or extension of this lease, provided, however, that TENANT repair any damage to the demised premises caused by such removal and provided that any such building or improvement that shall not have been removed by TENANT on, or within thirty (30) days after, the expiration or earlier termination of this Lease Agreement, shall be deemed abandoned by TENANT and shall become the absolute property of LANDLORD without compensation to TENANT, and shall not be subject to any liens placed thereon by TENANT. TENANT shall be liable for payment of rent for any extended period of time at the current rate in said Lease.

TENANT covenants that he will use said premises and the structures and additions located thereon as a dwelling or storage only; that he will not use or permit same to be used, for any business or immoral purpose; that he will not cause, or permit to be caused, any unnecessary disturbances, noises, or annoyances to neighbors, that he will keep all weeds on said premises cut, that he will cause all garbage, ashes, refuse, junk or waste, of all kinds whatsoever, to be either burned, or removed from said premises, and that under no circumstances shall any such be thrown, or deposited, in the lake or land adjoining this or any other lot in this tract, and hereby agrees to timely pay for and indemnify and hold LANDLORD harmless from reasonable payment for same. Any trash and garbage disposal or pickup system designated by the LANDLORD at any time, at the discretion of the LANDLORD, in addition to the duties herein above described, payment of same to be added to and payable at the time Lease rent is due. Tenant will do, or permit to be done, no waste to the land or destruction of, or damage to, any trees, or shrubs on this lot or on this tract, unless by specific consent of the Landlord first having been obtained. TENANT shall have the right wholly at TENANT'S own expense during the term of this Lease Agreement to improve or alter the demised premises but may not improve or alter same in any manner without the prior, express and written consent of LANDLORD, but shall, before making any improvements or alterations, submit plans and designs for such improvements or alterations to LANDLORD for LANDLORD'S approval. In the event that the plans or designs are disapproved, the improvements or alterations shall be made only with such changes as may be required by LANDLORD and at TENANT'S expense. LANDLORD does agree to be reasonable in allowing improvements to said lot, rebuilding of any structures existing or placed on said lot if the need should arise or improving the waterfront as long as such improvement does not infringe on other lots or the DNR'S requirements and consent for improvements have been obtained from LANDLORD.

TENANT will not assign this lease, or let or underlet said premises, without the written consent of the LANDLORD; all under

the penalty or a forfeiture of all the TENANT'S rights under this lease. TENANT has the right to sell said personal property on leased lot with the written consent of the LANDLORD and the completion of a Lease Transfer to the Buyer of said personal property.

LANDLORD shall have, in case of default of payment, in addition to the LANDLORD'S lien provided by statute, a lien upon all personal property of TENANTS, kept or used on said premises during the term of this lease and belonging to TENANTS, whether such property is exempt from execution or not, and upon improvements, if any placed or erected by TENANT on said premises, or already on said premises, and upon the none expired term of this lease, to secure the payments of rent due and all expenses including attorney's fees incurred by LANDLORD in litigation to collect rent hereunder, or possession, or to procure injunction to prevent removal of personal property, and to secure payment of damages to the premises caused or permitted by TENANTS. The lien shall follow the property to whatever location removed until all secured amounts are paid. The LANDLORD agrees to allow the TENANTS to mortgage or encumber TENANTS personal property and if the lender wants first lien on said personal property, LANDLORD will release all rights to said personal property with the Lender's agreement to make all yearly lease payments if TENANTS fail to comply with the terms of this lease. Nothing contained in this lease agreement shall be construed to authorize TENANT to do any act or make any contract so as to encumber in any manner the title of Landlord in and to the demised premises or to create any claim or lien on or against the interests of LANDLORD in any building construction that is authorized under this lease agreement. It is expressly agreed that all the expenses of the erection, equipping, repairing, improving, and altering of the building by TENANT shall be promptly paid by TENANT, as required by the terms of any contract pertaining to such matters.

LANDLORD reserves to himself the right to enter upon any part of said lot in person or by his Agent, for any lawful purpose or for the making of any general improvement or utility easement inspection.

LANDLORD expressly does not covenant to make and keep a passable road or roads for ingress or egress to the above described premises and while LANDLORD will permit access to said premises over the course and in the width and in the manner as designated by LANDLORD, over other land owned by LANDLORD, where necessary, TENANT agrees to maintain said access and said road or roads at TENANT'S sole expense during the times and in the manner as directed by LANDLORD and area association, and agrees to indemnify and hold harmless LANDLORD from any expense in connection therewith.

By acceptance of this lease or part ownership of said lease, every person or entity who is a recorded owner of property on said lot, shall become a member of an association formed by the TENANTS in said division for the purpose of regulation thereof and providing necessary or desirable services thereto. By acceptance of such conveyance, the TENANT hereby agrees on behalf of himself and his successors to pay to such



5

association any annual assessments or charges for road maintenance or other charges for such capital improvements as may be necessary. The annual and special assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the property of said TENANT and shall be a continuing lien upon the property against which each such assessment is made. Both annual and special assessments shall be equitably spread among the TENANTS. Any assessments which are not paid when due will become delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest then permitted by the laws of the State of Iowa. Reasonable attorneys fees of any such action shall be added to the amount of such assessment. Sale or transfer of any personal property shall not affect the assessment lien.

**Except for negligence of the LANDLORD**, the LANDLORD will not be responsible for any accident occurring to property or TENANTS or their guests and invitees while on the property of the LANDLORD. TENANT will protect, indemnify, and save harmless the LANDLORD from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done, in, upon, on the access or road leading thereto, or any part of **HARTWICK LAKE CLUB**, and about the leased premises, or due directly or indirectly to the tenancy, use, or occupancy thereof, or any part thereof by the TENANT or any person claiming through or under the TENANT. The TENANT further covenants and agrees that TENANT will at TENANT'S own expense procure and maintain casualty and liability insurance in responsible company or companies authorized to do business in the State of Iowa, in amounts of not less than \$100,000 for any one person injured and \$300,000 for any one accident, and with the limits of \$10,000 property damage, protecting the LANDLORD against such claim, damages, costs or expenses on account of injury to any person or persons or to any property belonging to any person or persons, by reason of such casualty, acts, or other happenings on or about the demised premises where the access or roadway leading thereto, during the term hereof. **Certificates or copies of such policies, naming the LANDLORD and providing for 30 days notice to LANDLORD before cancellation shall be delivered to LANDLORD within 30 days from the date of the beginning of the term of this lease.**

**A FENCE MAY BE BUILT AROUND SAID LOTS. Dogs are not to run at large.**

TENANT further agrees that he shall not change the bottom or shore line of the lake adjoining the premises described herein, if any, without the written approval of the LANDLORD.

No statement, representation, or promise with reference to this lease for the premises leased, or change in the term of this lease shall be binding upon either of the parties unless in writing and signed by both LANDLORD and TENANTS.

It is understood that all of the covenants and agreements in this lease shall succeed to and be binding upon the respective heirs, executors, administrators of the parties hereto.

IN WITNESS WHEREOF, LANDLORD and TENANTS have here unto set their names this 29th day of May, 2017

HARTWICK LAKE CLUB

Marcheta R. Coeey Lux  
Landlord: Marcheta R. Coeey Lux

Robert Furino  
Tenant: Robert Furino

STATE OF IOWA )  
 ) SS  
COUNTY OF DELAWARE )

On this 30 day of MAY, 2017 Before me, a notary public, personally appeared Marcheta R. Coeey Lux known to be the person whose name is subscribed to this instrument and acknowledged that she executed the same.

Marcheta R. Coeey Lux

Notary Public in and for said County and State.



expires 4/17/2018  
789 558

STATE OF IOWA )  
 ) SS  
COUNTY OF Delaware )

On this 29th day of May, 2017 Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert Furino, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as their voluntary act and deed.

Marcheta R. Coeey Lux  
Notary Public in and for said County and State.

