

Recorded: 3/28/2024 at 1:03:53.0 PM
County Recording Fee: \$62.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$65.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 677

REAL ESTATE CONTRACT-INSTALLMENTS
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Reed Palmer
2007 First Avenue SE
Cedar Rapids, IA 52402
(319) 363-0101

Taxpayer Information: (name and complete address)

JM Promotions, LLC
c/o Justin L. Mitchell & Megan R. Mitchell
3471 Stone Ridge Lane
Central City, IA 52214

Return Document To: (name and complete address)

Bradley & Riley PC
Attn: Reed Palmer
2007 First Avenue SE
Cedar Rapids, IA 52402
(319) 363-0101

Grantor:

Delaware Speedway, LLC
c/o Candace A. Rieken
2385 A Ave.
Marion, IA 52302

Grantee:

JM Promotions, LLC
c/o Justin L. Mitchell & Megan R. Mitchell
3471 Stone Ridge Lane
Central City, IA 52214

Legal Description: See Exhibit A

REAL ESTATE CONTRACT-INSTALLMENTS

IT IS AGREED this 27th day of March 2024, by and between DELAWARE SPEEDWAY, LLC, an Iowa limited liability company ("Seller"), and JM PROMOTIONS, LLC, an Iowa limited liability company ("Buyer") as follows:

The Seller, as in this Contract provided, agrees to sell to the Buyer, and the Buyer in consideration of the premises, hereby agrees with the Seller to purchase the following described real estate situated in the County of Delaware, State of Iowa, to-wit:

Parcel Numbers: 470000300110, 470000300120, 470000402710, 480000401110, and 480000401100

legally described in Exhibit A attached hereto, containing 5.93 acres, more or less (the "Real Property"), together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain tangible personal property identified in Exhibit B attached hereto (the "Personal Property").

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

The Real Property and Personal Property shall be sold all upon the terms and conditions following:

1. **TOTAL PURCHASE PRICE.** The Buyer agrees to pay for said Property the total of \$ 228,000.00, due and payable at Delaware County, Iowa, as follows:

- a. **DOWN PAYMENT** of \$ 20,000.00; and
- b. **BALANCE OF PURCHASE PRICE.** \$ 208,000.00 as follows: Interest at an annual percentage rate of 5.5% shall accrue on the unpaid balance of the purchase price from and after the date of this Contract. Buyer shall pay Seller monthly installments according to the following schedule: i) \$ 1,700.56 per month on the last calendar day of each month, beginning on April 30, 2024 and continuing on the same day of each month thereafter through February 28, 2025; ii) the remaining outstanding principal and interest totaling \$ 200,636.76 shall be paid in full on March 31, 2025, in accordance with the payment schedule attached hereto as Exhibit C.
- c. **PREPAYMENT.** Buyer may prepay the unpaid balance at any time without penalty. Any prepayment shall first be applied to any outstanding balance of interest before being applied to the principal.

2. **POSSESSION.** Buyer, concurrently with due performance on Buyer's part shall be entitled to possession of said premises on April 1, 2024, and thereafter so long as Buyer shall

perform all the obligations of this Contract.

3. **INSPECTION.** Buyer has inspected the Real Property and accepts the Real Property in its present condition.

4. **TAXES.** Buyer shall pay all real estate tax installments and special assessments before the same become delinquent and provide proof of such payment to Seller.

5. **SPECIAL ASSESSMENTS.** Seller shall pay any special assessments against the Real Property as of the date of this Contract. Buyer shall pay all subsequent special assessments and charges, before they become delinquent.

6. **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 Buyer's equity herein. Should Seller fail to pay, Buyer may pay any such sums in default and shall receive credit on this Contract for such sums so paid.

- a. MORTGAGE BY SELLER. Seller, its 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 80% 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. Buyer hereby expressly consents 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 Buyer's then rights in said Property.
- b. DEED FOR BUYER SUBJECT TO MORTGAGE. If Buyer has reduced the balance of this Contract to the amount of any existing mortgage balance on the Real Property, Buyer may at its option, assume and agree to pay said mortgage according to its terms, and subject to such mortgage shall receive a deed to the Real Property or Seller, at its option, any time before Buyer has made such a mortgage commitment, may reduce or pay off such mortgage.
- c. ALLOCATED PAYMENTS. Buyer, in the event of acquiring the Real Property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said premises, reserves the right, if reasonably necessary for his protection to divide or allocate the payments to the interested parties as their interests may appear.
- d. SELLER AS TRUSTEE. Seller agrees that it 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 its assigns in said Property and if Seller shall hereafter collect or receive any moneys hereunder beyond such amount, it shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyer for the use and benefit of the Buyer.

7. **INSURANCE.** Buyer on 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 Seller may reasonably require on all buildings and improvements, now on or hereafter placed on the Real Property and the 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 replacement 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 Buyer as their interests may appear. Seller's interest shall be protected in accordance with a standard or union-type loss payable clause. Buyer 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.

8. **CARE OF PROPERTY.** Buyer, at Buyer's sole expense, shall take good care of the Real Property and keep the buildings and other improvements now or hereafter placed on the Real Property in good and reasonable repair and shall not injure, destroy or remove the same during the life of this Contract. Buyer shall not make any material alterations, improvements or renovations to the Real Property without the prior written consent of the Seller. Buyer shall not use or permit the Real Property to be used for any illegal purpose.

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

10. **ADVANCEMENT BY SELLER.** If Buyer fails to pay any 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.

11. **JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE.** N/A.

12. **SELLERS.** N/A.

13. **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.

14. **EXCEPTIONS TO WARRANTIES OF TITLE.** The warranties of title in any Deed made pursuant to this Contract (See paragraph 15) 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; and (e) Seller shall give Special Warranty as to the period after equitable title passes to Buyer.

15. **DEED AND ABSTRACT, BILL OF SALE.** If all said sums of money and interest are paid to Seller during the life of this Contract, and all other agreements for performance by Buyer have been complied with, Seller will execute and deliver to Buyer a Special Warranty Deed conveying the Real Property in fee simple pursuant to and in conformity with this Contract and Seller will at this time deliver to Buyer 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 the Real Property and shall show title thereto in Seller as of the date of this Contract; or as of such earlier date if and as designated in the next sentence. Seller shall also pay the cost of any abstracting due to any act or change in the personal affairs of Seller resulting in a change of title by operation of law or otherwise. For the Personal Property which is a part of this agreement, upon execution of this Contract by Buyer, Seller shall execute and deliver a Bill of Sale to Buyer for all Personal Property listed in Exhibit B attached hereto.

16. **APPROVAL OF ABSTRACT.** Buyer has already examined the abstract of title to the Real Property and such abstract has been accepted in its current condition. Any future title examinations shall be completed at the expense of the Buyer.

17. **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 said Property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fails to keep the Real Property insured; or (d) fails to keep it in reasonable repair as herein required; or (e) fails 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 it may have, at its option, may proceed to forfeit and cancel this Contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyer 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 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 Buyer or any other person or persons shall be in possession of said Property 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.

18. **FORECLOSURE AND REDEMPTION.** If Buyer fails to timely perform this Contract, Seller, at its 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 Real 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 Buyer 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 Real 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 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) Seller in such action files 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 presumption that the Real 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.

19. **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 Buyer, or imposed upon them, or upon the above-described Property, Buyer agrees to pay reasonable attorneys' fees.

20. **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.

21. **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.

22. **PERSONAL PROPERTY.** The Personal Property listed on Exhibit B is not subject to repossession under this Contract, and in the event of the forfeiture or foreclosure of this Contract, such personalty shall be considered divisible with the real estate above described; and any such termination of Buyer's rights in said real estate shall not operate as the forfeiture or foreclosure hereof against all such Personal Property.

23. **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.

24. **RELEASE OF RIGHTS.** The Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the Real Property and waives all rights of exemption

as to any of the Real Property.

25. **LEAD-BASED PAINT NOTICE. N/A.**

26. **CERTIFICATION.** Buyer 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.

27. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Seller represents and warrants to Buyer that the Real Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the Real Property.

28. **MISCELLANEOUS.** Buyer shall obtain and pay for all utilities with respect to the Real Property.

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.

[Signature Page of Real Estate Purchase Agreement follows]

(Signature Page of Real Estate Purchase Agreement)

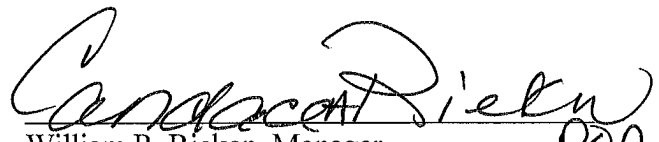
IN WITNESS WHEREOF, the Parties to this Real Estate Purchase Agreement have hereunto set their hands as of the day first above written.

SELLERS: DELAWARE SPEEDWAY, LLC

BUYER: JM PROMOTIONS, LLC


Candace A. Rieken, Manager

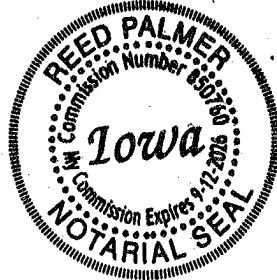

Justin L. Mitchell, Manager

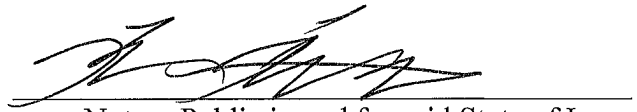

William R. Rieken, Manager
By: Candace A. Rieken, Attorney-in-Fact


Megan R. Mitchell, Manager

STATE OF IOWA, COUNTY OF LINN

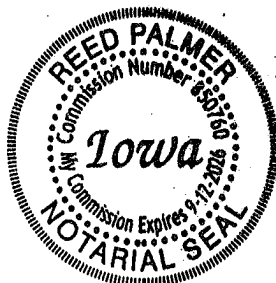
This instrument was acknowledged before me on March 27, 2024, by Candace A. Rieken and William R. Rieken by Candace A. Rieken, Attorney-in-Fact, as the Managers of Delaware Speedway, LLC, an Iowa limited liability company.




Notary Public in and for said State of Iowa

STATE OF IOWA, COUNTY OF LINN

This instrument was acknowledged before me on March 27, 2024, by Justin L. Mitchell and Megan R. Mitchell as the Managers of JM Promotions, LLC, an Iowa limited liability company.





Notary Public in and for the State of Iowa

EXHIBIT "A"

Real Property Legal Description

LOTS TWELVE HUNDRED FIFTEEN (1215), TWELVE HUNDRED SIXTEEN (1216), TWELVE HUNDRED TWENTY NINE (1229), TWELVE HUNDRED THIRTY (1230), TWELVE HUNDRED FIFTY FIVE (1255), TWELVE HUNDRED FIFTY SIX (1256) TWELVE HUNDRED SIXTY NINE (1269) AND TWELVE HUNDRED SEVENTY (1270), DELAWARE, IOWA, ACCORDING TO THE PLAT RECORDED IN BOOK 2 L.D., PAGES 488-489, EXCEPT THAT PART THEREOF CONVEYED TO THE STATE OF IOWA BY WARRANTY DEEDS RECORDED IN BOOK 83 L.D., PAE 252 AND IN BOOK 32 T.L.D., PAGE 259

AND

VACATED LOT 1295 IN DELAWARE, IOWA, EXCEPTING THEREFROM THAT PART DEEDED TO THE STATE OF IOWA BY WARRANTY DEEDS RECORDED IN BOOK 83, L.D., PAGES 252-254 AND BOOK 91, PAGE 278.

AND

LOTS TWELVE HUNDRED THIRTEEN (1213) AND TWELVE HUNDRED THIRTY TWO (1232), DELAWARE, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2 L.D., PAGE 488-489.

AND

LOTS TWELVE HUNDRED FOURTEEN (1214) AND TWELVE HUNDRED THIRTY ONE (1231), DELAWARE, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 2 L.D., PAGE 488-489.

EXHIBIT B

Personal Property

- 1965 Allis Chalmers Tractor model 190
S/N: 2G-01392
- 1945 Allis Chalmers WC Grader
S/N: 1E-1731
- 1972 John Deere Tractor model 1520
S/N: 3164GT02-209724T
- 1979 Ford Truck model N800C
VIN: N80CVEB3548
- 2X John Deere Disks
- Sheepsfoot Roller
- All Announcing Equipment and Headsets

EXHIBIT C

Payment Schedule

Compound Period: Monthly

Nominal Annual Rate: 5.500 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	03/27/2024	208,000.00	1		
2	Payment	04/30/2024	1,700.56	11	Monthly	02/28/2025
3	Payment	03/31/2025	200,636.76	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	03/27/2024				208,000.00
1	04/30/2024	1,700.56	1,079.28	621.28	207,378.72
2	05/31/2024	1,700.56	950.49	750.07	206,628.65
3	06/30/2024	1,700.56	947.05	753.51	205,875.14
4	07/31/2024	1,700.56	943.59	756.97	205,118.17
5	08/31/2024	1,700.56	940.12	760.44	204,357.73
6	09/30/2024	1,700.56	936.64	763.92	203,593.81
7	10/31/2024	1,700.56	933.14	767.42	202,826.39
8	11/30/2024	1,700.56	929.62	770.94	202,055.45
9	12/31/2024	1,700.56	926.09	774.47	201,280.98
2024 Totals		15,305.04	8,586.02	6,719.02	
10	01/31/2025	1,700.56	922.54	778.02	200,502.96
11	02/28/2025	1,700.56	918.97	781.59	199,721.37
12	03/31/2025	200,636.76	915.39	199,721.37	0.00
2025 Totals		204,037.88	2,756.90	201,280.98	
Grand Totals		219,342.92	11,342.92	208,000.00	