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Combined Fee: \$45.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 2360

REAL ESTATE CONTRACT
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Janette S. Voss, 301 East Main, PO Box 138, Anamosa, IA 52205, Phone: (319) 462-4935

Taxpayer Information: TENDERLOIN RANCH LLC, 1016 Rosewood Dr., Manchester, IA 52057

Return Document To: TENDERLOIN RANCH LLC, 1016 Rosewood Dr., Manchester, IA 52057

Grantors: STEVEN J. SHEPPARD and MARY K. SHEPPARD

Grantees: TENDERLOIN RANCH LLC

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

REAL ESTATE CONTRACT-INSTALLMENTS

IT IS AGREED this 24th day of September, 2024, by and between Steven J. Sheppard and Mary K. Sheppard, husband and wife, (hereinafter "Sheppard"), Seller; and Tenderloin Ranch LLC (hereinafter "Tenderloin"), Buyer;

That the Seller agrees to sell to the Buyer, and the Buyer agrees with the Seller to purchase the following described real estate situated in Delaware County, Iowa:

PARCEL 2020-36, Part of the SW¼ SE ¼; Section 3, T87N, R6W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2020, Page 818,

but with such reservations and exceptions of title as may be below stated, all upon the following terms and conditions:

1. **TOTAL PURCHASE PRICE.** The Buyer agrees to pay for said property the total sum of \$100,000.00 (with contingency* as described in paragraph 23b below) with no interest thereon, as follows:

\$50,000 shall be paid at the time this contract is signed, on or before September 25, 2024 and the remaining \$50,000 shall be paid on or before December 31, 2024.

2. **POSSESSION.** Buyer shall be immediately entitled to possession of said premises at the time of the execution of this real estate contract so long as it shall perform the obligation of this contract.

3. **TAXES.** Seller has paid the 2022-2023 real estate taxes on the real estate including the final installment due in March 2024. Seller shall also pay the installment due in September 2024. Buyer shall pay all future taxes on the property commencing with the installment due in March 2025 and all subsequent taxes before same become delinquent.

4. **INSURANCE.** Buyer, on and from said date of possession, shall constantly keep in force insurance, premiums therefore 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 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 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.

5. CARE OF PROPERTY. Buyer 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. Buyer shall not use or permit said premises to be used for any illegal purpose.

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

7. ADVANCEMENT BY SELLER. If Buyer fails 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 and insurance 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.

8. 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.

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

10. 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 Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract and Seller will pay for the update of the Buyer's abstract of title to Parcel 2020-35 showing merchantable title in the above described real estate, in conformity with this contract. The update of the abstract shall begin with the government patent (unless pursuant to the Iowa State Bar Association title standards there is a lesser requirement as to period of abstracting) to said premises and shall show title thereto in 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. If any personal property is a part of this agreement, then upon due performance by Buyer, Seller

shall execute and deliver a Bill of Sale consistent with the terms of this contract.

11. APPROVAL OF ABSTRACT. Buyer has NOT examined the abstract of title to this property and such abstract is not accepted.

12. FORFEITURE. If Buyer (a) fails to make the payments and contingent 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 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 she may have, at her 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 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.

13. FORECLOSURE AND REDEMPTION. If Buyer fails 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 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 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 files 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 file an election to waive any deficiency judgment against Buyer or their successor in interest in such action. If the redemption period is so reduced, Buyer 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 Buyer 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.

14. 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.

15. 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.

16. ASSIGNMENT. Buyer shall NOT assign this contract.

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

18. 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.

19. RELEASE OF RIGHTS. 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.

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

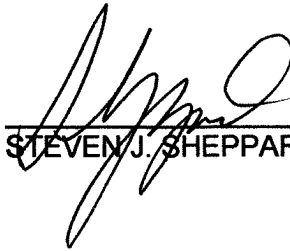
21. CERTIFICATION. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any

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.

22. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. This real estate transaction is exempt from the Time of Transfer Inspection Requirements pursuant to Exemption #7 since the parties agree that the building will be removed from this property and there will be no future residential use of this property after the removal of the building.

23. OTHER PROVISIONS.

- a. The property is being purchased "AS IS."
- b. Buyer intends to remove the existing residential structure from the real estate on or before June 30, 2025. In the event the residential structure is NOT removed from the real estate on or by June 30, 2025, Buyer shall pay to Seller on July 1, 2025, an additional \$100,000 as the contingent purchase price of the property.
- c. This contract is entered into pursuant to paragraph 11 of the Agreement between the parties dated April 28, 2020 and recorded on April 29, 2020 in Book 2020 at page 1257 of the records of the Delaware County, Iowa Recorder. In the event this contract is not fulfilled and is otherwise forfeited or foreclosed, Seller reserves the right to pursue enforcement of the original terms as outlined in paragraph 11 of the above referenced agreement against the Buyer.
- d. Buyer agrees that following the removal of the existing residential structure from the real estate and considering the close proximity of this real estate to an existing hog finishing facility on Parcel 2020-35, the real estate shall only be used for agricultural purposes in the future.


STEVEN J. SHEPPARD, Seller

TENDERLOIN RANCH LLC

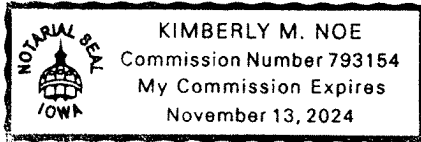

By: ALAN J. KROGMANN, Manager/Member

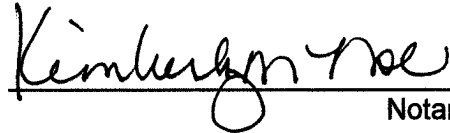

MARY K. SHEPPARD, Seller


By: COREY VOELKER, Manager/Member

STATE OF IOWA, COUNTY OF DELAWARE:

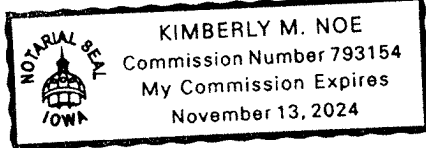
This instrument was acknowledged before me on SEPTEMBER 24, 2024 by STEVEN J. SHEPPARD, spouse of MARY K. SHEPPARD.

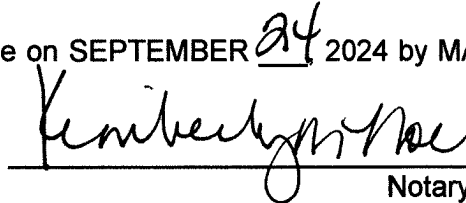



Notary Public

STATE OF IOWA, COUNTY OF DELAWARE:

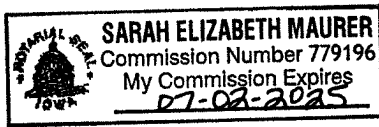
This instrument was acknowledged before me on SEPTEMBER 24, 2024 by MARY K. SHEPPARD, spouse of STEVEN J. SHEPPARD.





Notary Public

STATE OF IOWA, COUNTY OF DELAWARE:

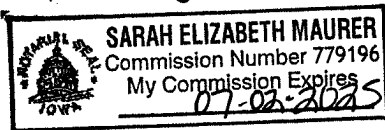
This instrument was acknowledged before me on SEPTEMBER 23, 2024 by ALAN J. KROGMANN, as Manager/Member of TENDERLOIN RANCH LLC.

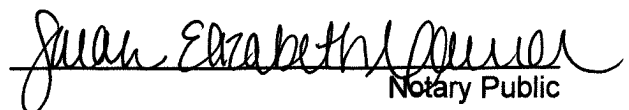



Notary Public

STATE OF IOWA, COUNTY OF DELAWARE:

This instrument was acknowledged before me on SEPTEMBER 23, 2024 by COREY VOELKER, as Manager/Member of TENDERLOIN RANCH LLC.




Notary Public