

**REAL ESTATE CONTRACT-INSTALLMENTS,
OPTION TO BUY AND
FIRST RIGHT TO RENT**

IT IS AGREED this April 4, 2016, by and between Robert J. Janssen and Catherine A. Janssen, husband and wife, of the County Grundy State of Iowa, Sellers; and Susan Miller Janssen of the County of Grundy, State of Iowa, Buyers;

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to purchase the following described Real Estate situated in the County of Grundy, State of Iowa, to-wit:

The East 13 acres of the South One-half of the Southwest Quarter (S1/2 SW1/4) of Section Thirteen (13) Township Eighty-eight (88) North, Range Seventeen (17) West of the 5th P.M., Grundy County, Iowa, inclusive of roadway.

(herein the "Real Estate") 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 \$ 120,000.00 due and payable at Grundy County, Iowa, as follows:

(a) DOWN PAYMENT of \$12,000.00 **RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED:** and

(b) BALANCE OF PURCHASE PRICE. \$108,000.00 as follows:

\$48,000.00 on or before December 20, 2016; \$20,000.00 on or before December 20, 2017, \$20,000.00 on or before December 20, 2018, and \$20,000.00 on or before December 20, 2019.

This contract shall be non-interest bearing except for amounts in default, which shall draw interest at a rate of 5% per annum.

2. POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on December 20, 2016 and thereafter so long as they shall perform the obligations of this contract.

Buyers shall take subject to the rights of the current tenant in possession (but see paragraph 26(a) below). Sellers shall give timely, legal notice of termination of tenancy to the current tenant, so that the tenancy is terminated effective February 28, 2017, and shall provide proof thereof to Buyers prior to July 1, 2016. In the event Sellers have not provided proof of such notice by that date, Buyers may provide such notice to the tenant.

3. TAXES. Taxes shall be prorated to date of possession. Buyers shall pay any taxes allocated to the period from and after date of possession, before they become delinquent. Sellers shall pay real estate taxes allocated to the period prior to the date of possession, before they become delinquent, and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not apportioned to Sellers 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 of such items not later than July 15 of each year. Any proration of taxes shall be based upon the taxes for the year currently payable unless, the parties state otherwise.

4. SPECIAL ASSESSMENTS. Sellers shall pay any special assessments against the Real Estate which are a lien thereon as of the 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 Sellers so as not to prejudice the Buyers' equity herein. Should Sellers 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 SELLERS.** Sellers, 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 85% 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 Sellers 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 Sellers, 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. **SELLERS AS TRUSTEES.** Sellers agree 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 Sellers or their assigns in said Real Estate and if Sellers 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 on 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 Sellers 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 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 Buyers as their interests may appear. Sellers' 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 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. 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 Sellers. 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 SELLERS. If Buyers fail to pay such 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. (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 Sellers 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 Sellers, this sale shall not constitute such destruction and the proceeds of this contract, and any continuing and/or recaptured rights of Sellers in said Real Estate, shall be and continue in Sellers 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 Sellers) and to accept deed solely from him or them consistent with paragraph 14 below unless and except this paragraph is stricken from the agreement.

11. SELLERS. 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 "Sellers" in the printed portion of this 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 Sellers 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 Deed 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) Sellers 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) Interest of the current tenant which may extend to the last day of February, 2017.

14. 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 Buyers have been complied with, Sellers will execute and deliver to Buyers a Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract and Sellers will at this time deliver to Buyers 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 said premises 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. 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.

15. APPROVAL OF ABSTRACT. Buyers have not examined the abstract of title to this property and such abstract is not accepted.

16. 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 Sellers, 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/or improvements if any shall be retained and kept by Sellers 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.

17. FORECLOSURE AND REDEMPTION. If Buyers fail 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, 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 Buyers 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 Sellers, 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) Sellers 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.

18. 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 of either of the Parties, the defaulting party agrees to pay reasonable attorney fees to the other.

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 hereof 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 "Sellers."

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 and/or Lead Based Paint Hazards.~~

24. **CERTIFICATION.** Buyers and Sellers 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 represents and warrants to Buyer that the Real Estate is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the Real Estate.

26. **SPECIAL PROVISIONS.**

A. The Sellers hereby grant to Buyers an option to purchase the following real estate adjoining the real estate sold under this contract:

The South One-half of the Southwest Quarter (S1/2 SW1/4) of Section Thirteen (13) Township Eighty-eight (88) North, Range Seventeen (17) West of the 5th P.M., Grundy County, Iowa, EXCEPT:

The East 13 acres of the South One-half of the Southwest Quarter (S1/2 SW1/4) of Section Thirteen (13) Township Eighty-eight (88) North, Range Seventeen (17) West of the 5th P.M., Grundy County, Iowa, inclusive of roadway, (herein, "Option Parcel").

This option shall be exercisable by Buyers, their successors and assigns, upon the death of the last survivor of the Sellers. The option shall be exercised according to the following provisions:

1. The Buyers may initiate the option at any time within four (4) months after the date of the decedent's death. In the event that an estate has not been opened for the decedent within three (3) months of the date of death, the Buyers may file a petition for

administration and appointment of a personal representative to accommodate exercise of the option.

2. To initiate the option, the Buyers must file with the Clerk where the decedent's estate is being admitted to probate and serve upon the executor or administrator, a written request for appraisal under the provisions of this option. The request for appraisal must be filed and served within the applicable period described above. If the Buyers do not file and serve a request for appraisal within the applicable period, all rights granted to them and their successors and assigns under this paragraph 26 (A), shall lapse and cease to be of any further force or effect.
3. The Court having jurisdiction of the estate should promptly set the appraisal request for hearing upon such notice as the Court may prescribe. Prior to or at the time of such hearing, the fiduciary and the Buyers shall each submit to the Court the name of a qualified real estate appraiser that the party recommends to appraise the Option Parcel under this paragraph. Upon hearing, the Court shall determine which of the appraisers would be best capable of appraising in a fair and impartial manner, and if the Court cannot discern a substantial difference between them, the Court shall appoint a third appraiser and together the three appraisers shall appraise the Option Parcel, using an average of the appraisal values.
4. The cost for appraisal by the appraiser recommended by the fiduciary shall be paid by the estate, the cost of the appraisal recommended by the Buyers shall be paid by the Buyers and the cost of the appraisal by a third appraiser will be paid equally between the parties.
5. Appraisal shall be at fair market value as of the date of the decedent's death.
6. Within 30 days after entry of the order authorizing appraisal, or within such shorter or longer time as the Court may allow, the appraiser(s) shall file the appraisal report(s) with the Court and serve copies upon the fiduciary. The Buyers, their successors or assigns, shall have 30 days from the filing of the appraisal report, or such longer or shorter time as the Court may allow, to elect to purchase. The election shall be made by filing with the Court and serving upon the fiduciary a written, signed statement of election to purchase under the terms of this option.
7. If the Buyers, their successors or assigns, do not file an election to purchase within the allowed time, all rights granted to them under this paragraph 26(A) shall lapse.
8. The filing of an election to purchase shall constitute a binding agreement with the fiduciary to purchase the Option Parcel for cash at the amount established by appraisal, with payment of the purchase price due in full and possession to be given on March 1 following the last day of the period for making the election. Conveyance shall be with full warranties, except for installment of real estate taxes which would be delinquent if not paid by October 1 following the date of possession, and any installments payable thereafter.

9. Nothing in this article shall prevent a fiduciary and the Buyers, their successors or assigns, from entering into a mutual agreement allowing sale of the said Real Estate to the Buyers, their successors and assigns, or any other person or entity, on terms different than provided in this paragraph.
 10. The option herein granted shall be assignable by the Buyers, their successors and assigns, and shall run with the land and be binding upon the Sellers, their successors and assigns.
 11. For purposes of this option, service may be made by certified mail addressed to the parties' last known address (which shall be complete upon mailing), or by personal service in the manner of service of an original notice. Proof of such notice shall be filed with the Court.
 12. Sellers covenant on behalf of themselves, their successors and assigns, that any lease on the Option Parcel shall be terminated in a timely manner, so as to allow possession of the Option Parcel to be given free and clear of any interest of the tenant.
 13. Sellers covenant that they shall maintain any outstanding loan balance on the Option Parcel in an amount less than its fair market value. If upon exercise of the option the Sellers' liens on the real estate exceed the option price, the decedent's estate shall be responsible to pay the excess amount to obtain release of the liens.
 14. The Buyers may file a memorandum in the county real estate records reflecting that an option agreement exists relative to the Option Parcel.
- B. Sellers grant to the Buyers a right of first refusal to rent the Option Parcel (exclusive of the building site) according to the following terms:
1. Each crop year, by February 18, Buyers shall give notice to Sellers, of their election to rent for the crop year according to the terms of this right of first refusal. If the Buyer does not serve the election upon the Sellers by that date, the right to rent for that crop year shall lapse and Sellers, their successors and assigns will be free to rent the option real estate to another party for that crop year.
 2. The rental rate shall be set according to the rate specified in the overall average for Grundy County farm rentals from the preceding crop year, as published in the Cash Rental Survey for Crop Reporting District 5, as published by Iowa State University Extension office. If this survey is not available for the crop year, a comparable survey published for average farm rents for Grundy County, Iowa shall be utilized.
 3. Rent payments shall be due one-half on March 1 and one-half on December 1 of the crop year.

4. The following provisions shall apply to any lease between the parties hereunder:

- a. As security for all sums due or which will become due from tenant to landlord, tenant hereby grants to landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.
- b. Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.
- c. Landlord is granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.
- d. Tenant shall prepare the Real Estate and plant such crops in a timely fashion as tenant determines. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the tenant. The following materials, in the amounts required by good husbandry, shall be acquired by tenant and paid for by the parties as follows:

	% Landlord	% Tenant
(1) Commercial Fertilizer	0	100
(2) Lime and Trace Minerals	0	100
(3) Herbicides	0	100
(4) Insecticides	0	100
(5) Seed	0	100
(6) Seed cleaning	0	100
(7) Harvesting and/or Shelling Expense	0	100
(8) Grain Drying Expense	0	100

(9) Grain Storage Expense	0	100
(10)Other	0	100

Lime and trace minerals shall be allocated over 4 years. If this lease is not renewed, the tenant does not therefore receive the full allocated benefits. Tenant shall be reimbursed by landlord to the extent tenant has not received the benefits. Tenant agrees to furnish, without cost, all labor, equipment and application for all fertilizer, lime, trace minerals and chemicals.

- e. The lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew the lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this lease. All notices of termination of this lease shall be as provided by law. This contract shall be made in writing and shall be either delivered in person, or mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination of farm tenancy, which shall be governed by the Code of Iowa.
 - f. In the event notice of termination of this lease has been properly served, landlord may enter upon the real estate or authorize someone else to enter upon the real estate to conduct any normal tillage or fertilizer operation after tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the real estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.
 - g. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires landlord's consent. Payments from participation in these programs shall be divided 0% landlord 100% tenant. Governmental cost-sharing payments for permanent soil conservation structures shall be divided 100% landlord 0% tenant. Crop disaster payments shall be divided 0% landlord 100% tenant.
 - h. Tenant shall refrain from mowing or disking through grass waterways or low places that will cause ditches to erode.
5. During the term of this first right to rent, Sellers shall not lease the Option Parcel to another tenant for more than a one-year term, or take any other action which will impair Buyers' rights under this paragraph 26(B). The first right to rent shall

terminate and cease to be of any further force or effect upon expiration of the applicable period to file an election to purchase under paragraph 26(A) above.

6. Nothing in this paragraph shall prevent the parties, or their successors and assigns, from mutually entering into a lease of the Option Parcel to the Buyers, or their successors and assigns, or any other person or entity, on terms different than provided in this paragraph.

C. Sellers covenant that they will not take or allow any action which will impair the value of the Option Parcel or Buyers' rights under paragraph 26(A) or 26(B).

D. The rights granted under paragraph 26(A) and 26(B) of this agreement shall run with the land and be binding upon and benefit the parties and their respective successors and assigns, who may own the Real Estate and Option Parcel. These rights shall survive delivery of the deed for the Real Estate purchase.

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: Apr. 14, 2016

Susan Miller Janssen
Susan Miller Janssen, Buyer

Executed in duplicate or triplicate

Robert J. Janssen
Robert J. Janssen, Seller

Catherine A. Janssen
Catherine A. Janssen, Seller

Susan Miller Janssen
Susan Miller Janssen, Buyer

22245 190th St.
Holland, IA 50642-8088
Sellers' Address

18628 D Ave.
Wellsburg, IA 50680
Buyers' Address