

tract the seller shall only be obligated to furnish one abstract and deed. Husband and wife shall constitute one buyer. It shall be the obligation of the buyer of this tract to report to the Henry County FSA office and show filed deed in order to receive the following, if applicable: allotted base acres and/or any future government programs. Buyer shall be responsible for any fencing in accordance with Iowa state law. The buyers acknowledge that they have carefully and thoroughly inspected the real estate and are familiar with the premises. The buyers are buying this real estate in its "as is" condition and there are no expressed or implied warranties pertaining to the same.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract.

Accepted February 16, 2010
SELLERS

Dated February 16, 2010
BUYERS

Theresa McNierney, Executor of the
Thomas McNierney Estate
SS# _____

Print Name _____
SS# _____

Address : 119 N Court, Fairfield, IA 52556
Telephone: (641) 472-5049

Print Name _____
SS# _____

Address : _____
Telephone: _____

Attorney for Seller: Paul A. Miller

Attorney for Buyer:

Addendum:

Current tenant reserves all fence and posts on South line and all gates and panels located on the property. Tenant shall have until May 16, 2010 to remove or as further agreed to in writing between Tenant and Buyer. Seller assumes no liability for damage to property as a result of removal of fencing items by Tenant. Tenant further agrees to consult with Buyer prior to removal of fence items during rainy or muddy conditions. Buyer further understands that additional time may be required to remove fencing items due to unforeseen weather conditions.

Dated: February 16, 2010

Paul A. Miller
Attorney for Seller

Buyer:
