AFFIDAVIT REGARDING DEED IN ESCROW

I, DAVID J. AMEND, being first duly sworn and under oath state of my personal knowledge that:

1. I am the Trust officer of Homeland Bank, f/k/a Monticello State Bank, which is the Escrow Agent under the Escrow for Deed and Abstract dated February 28, 1979, a copy of which is attached hereto as Exhibit A.

2. Attached hereto as Exhibit B is a copy of the Warranty Deed delivered to the Bank, as Escrow Agent under the Escrow for Deed and Abstract, with respect to the following described real estate:

   THE WEST ONE-HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY SEVEN (27), TOWNSHIP EIGHTY SEVEN (87) NORTH, RANGE SIX (6), WEST OF THE FIFTH P.M., SUBJECT TO THE RIGHTS OF THE PUBLIC IN ALL ROADS AND FURTHER SUBJECT TO ALL EASEMENTS OF RECORD.

3. This Affidavit is made for the purpose of confirming title to the above-described real estate which was sold on contract pursuant to a Real Estate Contract dated July 24, 1978 and filed on July 30, 1979 in Book 106, L.D., at Page 64 of the records of the Delaware County, Iowa Recorder.

David J Amend
DAVID J. AMEND

Sworn to and subscribed before me by DAVID J. AMEND on this 27TH day of FEBRUARY, 1995.

YVONNE JACKSON
MY COMMISSION EXPIRES
April 12, 1996

Yvonne Jackson
Notary Public in and for the State of Iowa

FILE No. 118-2614
RECORDING FEE $ 36.00
TRANSFER FEE $

FILED FOR RECORD THE 11 DAY OF April, 1995 AT 11:27 O'CLOCK A M. BOOK 18 PAGE 126

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Aff.

IOWA STATE BAR ASSOCIATION
Official Form No. 1-2 (Revised to Conform) (Trade-Mark Registered, State of Iowa, 1937)
FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

WARRANTY DEED

Know All Men by These Presents: HELEN J. KLEIN & FRANCIS J. KLEIN, her husband of Delaware County, Iowa; MARGARET MARY DOLAN and AMBROSE F. DOLAN, her husband of Hall County, Nebraska; LEONE T. ANDERSON and RICHARD W. ANDERSON, her husband of Collin County, Texas; MONTICELLO STATE BANK (of Monticello, Iowa) as Trustee of the DONALD McENANY INTERVIVOS TRUST; and MONTICELLO STATE BANK (of Monticello, Iowa) as Trustee of the DONALD McENANY TESTAMENTARY TRUST U/ARTICLE FOUR of will of Patrick C. McEna

in consideration of the sum of One Hundred Forty-Eight Thousand and No/100 ---- ($148,000.00) ---------- DOLLARS

in hand paid do hereby Convey unto DWIGHT D. GARNER
Rural Route, Ryan, Iowa

the following described real estate, situated in Delaware County, Iowa, to-wit:

West Half of the Northwest Quarter (W½ NW¼) of SECTION 27, TOWNSHI 87, NORTH, RANGE 6, West of the 5th P.M., SUBJECT to the rights of the public in all roads and further SUBJECT to all easements of record.

And the grantors do Hereby Covenant with the said grantees, and successors in interest, that said grantors hold said real estate by title in fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and Clear of all Liens and Encumbrances Whatsoever except as may be above stated; and said grantors Covenant to Warrant and Defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 31 day of JANUARY, 1995

Helen J. Klein
(Helen J. Klein) GRANTOR

Francis J. Klein
(Francis J. Klein) husband of GRANTOR

Margaret Mary Dolan
(Margaret Mary Dolan) GRANTOR

Ambrose F. Dolan
(Ambrose F. Dolan) husband of GRANTOR

Leone T. Anderson
(Leone T. Anderson) GRANTOR

Richard W. Anderson
(Richard W. Anderson) husband of GRANTOR

MONTICELLO STATE BANK (of Monticello, Iowa) as TRUSTEE of the DONALD A. McENANY INTERVIVOS TRUST
GRANTOR

By: Louis L. Mort
(Louis L. Mort) President

By: Donald E. Bergman
(Donald E. Bergman) Cashier

MONTICELLO STATE BANK (of Monticello, Iowa) as Trustee of the DONALD McENANY TESTAMENTARY TRUST U/ARTICLE FOUR of Will of Patrick C. McEnany
GRANTOR

By: Louis L. Mort
(Louis L. Mort) President

By: Donald E. Bergman
(Donald E. Bergman) Cashier

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 24th day of Feb, 19 79 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared HELEN J. KLEIN and FRANCIS J. KLEIN, her husband

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Hobart L. Howard (Hobart L. Howard)

Notary Public in and for said County.

STATE OF NEBRASKA, HALL COUNTY, ss:

On this 15th day of February, 1979 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared MARGARET MARY DOLAN and AMBROSE F. DOLAN, her husband

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

GENERAL NOTARY - State of Nebraska
CLEO E. ALBRIGHT
My Comm. Exp. Dec. 21 1981

Cleo E. Albright

Notary Public in and for said County.

STATE OF TEXAS, COLLIN COUNTY, ss:

On this 19th day of February, 19 79 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared LEONE T. ANDERSON and RICHARD W. ANDERSON, her husband

to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Marvalyn J. Premier (Marvalyn T. Premier)

Notary Public in and for said County.

Warranty Deed

TO

upon transfer books and for taxation ____ day of ____, 19__ ____ Auditor ____ Deputy

or record, indexed and delivered to ____ auditor this ____ day ____, 19__ ____ o'clock ____ M., and recorded in ____ on page ____ of ____ County Records.

s and Auditor's fee $____ PAID. ____ Recorder ____ Deputy

WHEN RECORDED RETURN TO

STATE OF IOWA, JONES COUNTY, ss.

On this 28th day of February A.D. 19 79 before me, the undersigned, a Notary Public in and for said County and said State, personally appeared LOUIS L. MORF and DONALD E. BERGMAN

to me personally known, who, being by me duly sworn, did say that they are the President & Cashier respectively of the Monticello State Bank, the duly appointed, qualified and acting Trustee of the Donald McEnany Testamentary Trust executed and delivered the foregoing instrument; that [illegible] the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the LOUIS L. MORF and Donald E. Bergman as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed. acting in its fiduciary capacity as indicated above.

RICHARD J. MOORE
MY COMMISSION EXPIRES
September 30, 1979

Richard J. Moore

Notary Public in and for said County and said State.

STATE OF IOWA, JONES COUNTY, ss.

On this 28th day of February A.D. 19 79 before me, the undersigned, a Notary Public in and for said County and said State, personally appeared LOUIS L. MORF and DONALD E. BERGMAN

to me personally known, who, being by me duly sworn, did say that they are the President & Cashier respectively of the Monticello State Bank, the duly appointed, qualified and acting Trustee of the Donald McEnany Testamentary Trust executed and delivered the foregoing instrument; that [illegible] the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the LOUIS L. MORF and DONALD E. BERGMAN as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed. acting in its fiduciary capacity

Garner

ESCROW FOR DEED AND ABSTRACT

TO: MONTICELLO STATE BANK, Monticello, Iowa, ESCROW AGENT:

We/I hereby deliver to you in escrow the following legal documents and papers:

Warranty Deed dated January 31, 1979, with said Deed approved as to form by the Buyers for the following described real property, to-wit:

West Half of Northwest Quarter ($W\frac{1}{2}$ $NW\frac{1}{4}$), SECTION 27, TOWNSHIP 87, NORTH, RANGE 6, West of the 5th P.M., SUBJECT to the rights of the public in all roads, and FURTHER SUBJECT to all easements of record;

from the undersigned SELLERS to the undersigned BUYER.

A) Abstract of Title for real estate above described, continued to date of August 29, 1978, and is approved by the Buyers.

B) Real estate contract hereinafter referred to for the sale of said real estate (exact reproduction), dated July 24, 1978.

All, except the real estate contract is for delivery to said GRANTEES when and only when said contract between said Sellers and Buyers is fully performed.

The delivery of this Deed and abstract is a completed delivery and unconditional, absolute and irrevocable except under the conditions following:

(a) Forfeiture or foreclosure of the contract as provided by law.

(b) Other devolution of the title or interest in said property, or change in the legal status of some of the parties which makes the escrowed Deed useless.

(c) All parties or successors in interest give the Escrow Agent specific directions in writing cancelling this escrow agreement or modifying its terms.

(d) An adjudication by any court of competent jurisdiction ordering a variance in the original terms of the escrow agreement or ordering its cancellation.

In the event of (a), (b), (c) or (d) above, the escrow shall be considered terminated and, unless otherwise ordered by the Court as in (d) above, or directed by the agreement of the parties as in (c) above, the escrowed papers and documents shall be returned to the Sellers, or their successors in interest, whereupon the duties of the Escrow Agent are terminated.

If the Buyers fully perform and are, at the time of such performance, entitled to the documents as a part of their chain of title, the Escrow Agent shall deliver same to Buyers. This authority shall include a delivery of said papers to a transferee authorized in writing by the Buyers.

Information in writing to Escrow Agent by either the Sellers or their representative that the Real Estate Contract is paid in full shall be complete and sufficient authority to deliver said documents to the Buyers. A good faith determination by the Escrow Agent that the papers should be delivered shall be binding on the Sellers and their successors and on the Buyers and their successors, and in the absence of bad faith the Escrow Agent shall not be liable for damages to anyone.

THE ESCROW AGENT SHALL HAVE NO RESPONSIBILITY WHATEVER TO SEE THAT BUYERS AND SELLERS PERFORM ANY OF THE TERMS OF SAID CONTRACT BETWEEN THEM. RESPONSIBILITY IS LIMITED TO EFFECTING THE TRANSFER OF SAID PAPERS AND DOCUMENTS AS HEREIN EXPRESSLY DIRECTED AND AGREED.

If the law requires documentary revenue stamps at the time of delivery of deed to Buyer by Escrow Agent, Sellers authorize payment of final payment on contract by two (2) checks, one of which is payable to Escrow Agent in amount required for revenue stamps and Escrow Agent is authorized to purchase and affix the required stamps.

All parties shall share any reasonable expense of the Escrow Agent for services, legal or otherwise, necessarily incurred in carrying out his duties as such.

This escrow, power, authority and direction may similarly be used by any and all members of your firm and successor or successors thereof. Said firm may at any time discharge its responsibility to the Sellers and Buyers or their respective successors in interest, by 10 _____ days written notice to them, or successors in interest, of election to do so and advising them, or successors to select a successor Escrow Agent, in which case, upon the expiration of such time, such responsibility of said Escrow Agent shall cease and such Agent shall return the papers to the Sellers.

DATED at Monticello, Iowa, this 28 day of February, 1979.

Helen J. Klein
(Helen J. Klein) SELLER

Dwight D. Garner
(Dwight D. Garner) BUYER

Francis J. Klein
(Francis J. Klein) Husband of Seller

Margaret Mary Dolan
(Margaret Mary Dolan) SELLER

Ambrose F. Dolan
(Ambrose F. Dolan) Husband of Seller

Leone T. Anderson
(Leone T. Anderson) SELLER

Richard W. Anderson
(Richard W. Anderson) Husband of Seller

MONTICELLO STATE BANK, as Trustee of the
DONALD McENANY INTERVIVOS TRUST, SELLER

By: Louis L. Mors
(~~Louis L. Maurice~~) President

By: Donald E. Bergman
(Donald E. Bergman) Cashier

MONTICELLO STATE BANK, as Trustee of the
DONALD McENANY TESTAMENTARY TRUST U/A
FOUR U/W Patrick C. McEnany, deceased, SELLER

By: Louis L. Mors
(~~Louis L. Maurice~~) President

By: Donald E. Bergman
(Donald E. Bergman) (Cashier)

STATE of IOWA)
COUNTY of Jones) ss

On this 28 day of February, 1979, before me, the undersigned, a Notary Public in and for said County, personally appeared DWIGHT D. GARNER as BUYER, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

RICHARD J. MOORE
MY COMMISSION EXPIRES
September 30, 1979

Richard J. Moore
Notary Public in and for the State of Iowa

STATE of IOWA,)
COUNTY of Delaware) ss

On this 14th day of Feb, 1979, before me, the undersigned, a Notary Public in and for said State and County, personally appeared HELEN J. KLEIN as SELLER and FRANCIS J. KLEIN, her husband, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Hobart L. Howard (Hobart L. Howard)
Notary Public in and for the State of Iowa

STATE of NEBRASKA)
COUNTY of HALL) ss

On this 15th day of February, 1979, before me, the undersigned, a Notary Public in and for said State and County, personally appeared MARGARET MARY DOLAN, as SELLER and AMBROSE F. DOLAN, her husband, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

GENERAL NOTARY-State of Nebraska
CLEO E. ALBRIGHT
My Comm Exp. Dec. 21 1981

Cleo E. Albright
Notary Public in and for the State of ~~Iowa~~ Nebraska

STATE of TEXAS)
COUNTY of Collin) ss

On this 19th day of February, 1979, before me, the undersigned, a Notary Public in and for said State and County, personally appeared IRENE T. ANDERSON as SELLER and RICHARD W. ANDERSON, her husband, to me known to be the identical persons named in and who executed the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Marsha J. Provines (Marsha J. Provines)
Notary Public in and for the State of ~~Iowa~~ Texas ~~Nebraska~~

STATE of IOWA)
COUNTY of JONES) ss

On this 28th day of January, 1979, before me, the undersigned, A Notary Public in and for said State and County, personally appeared LOUIS L. MORF and DONALD E. BERGMAN to me personally known, who being by me duly sworn, did say that they are the President and Cashier respectively, of the Monticello State Bank of Monticello, Iowa, the duly appointed, qualified and acting Trustee of the Donald McEnany Intervivos Trust; that the seal affixed hereto is the seal of the Monticello State Bank; that the said instrument was signed and sealed on behalf of said Bank acting in its fiduciary capacity by authority of its Board of Directors; and that the said LOUIS L. MORF and DONALD E. BERGMAN as such Officers, acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by them voluntarily executed in its fiduciary capacity as indicated above.

RICHARD J. MOORE
MY COMMISSION EXPIRES
September 30, 1979

Richard J. Moore
Notary Public in and for the State of Iowa

STATE of IOWA)
COUNTY of JONES) ss

On this 28th day of January, 1979, before me, the undersigned, a Notary Public in and for said State and County, personally appeared LOUIS L. MORF and DONALD E. BERGMAN to me personally known, who being by me duly sworn, did say that they are the President and Cashier respectively, of the Monticello State Bank, of Monticello, Iowa, the duly appointed, qualified and acting Trustee of the Donald McEnany Testamentary Trust U/A FOUR U/W of Patrick C. McEnany, deceased; that the

seal affixed hereto is the seal of the Monticello State Bank; that the said instrument was signed and sealed on behalf of said Bank acting in its fiduciary capacity by authority of its Board of Directors; that the said LOUIS L. MORF and DONALD E. DENGMAN as such Officers, acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by them voluntarily executed in its fiduciary capacity as indicated above.

RICHARD J. MOORE
MY COMMISSION EXPIRES
September 30

Notary Public in and for the State of Iowa

RECEIPT

The undersigned hereby acknowledges receipt of the above described legal documents as above designated, agrees to act as Escrow Agent for said transaction and to perform pursuant to instructions as above directed.

DATED at Monticello, Iowa, the 28 day of February, 1979.

MONTICELLO STATE BANK (of Monticello, Iowa)

By: V.P. & TRUST OFFICER

Escrow Agent