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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

CORRECTED

ESCROW FOR DEED AND ABSTRACT

THE IOWA STATE BAR ASSOCIATION
Official Form No. 161
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Tom Jenk, 225-1st Avenue East, P.O. Box 304, Dyersville, IA 52040-0304, Phone: (563) 875-9112

Taxpayer Information: (Name and complete address)
Ronald James Fox & Caron Jayne Fox, 140 - 4th Ave SW, Oelwein, Iowa 50662-2222

CH6 (X) **Return Document To:** (Name and complete address)
Tom Jenk, 225-1st Avenue East, P.O. Box 304, Dyersville, IA 52040-0304 Phone: (563)875-9112

Sellers:
James B. Niehaus
Jane F. Niehaus

Buyers:
Ronald James Fox
Caron Jayne Fox

Legal description: See Page 2

Document or instrument number of previously recorded documents:
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CORRECTED
ESCROW FOR DEED AND ABSTRACT

TO: Tom Jenk , ESCROW AGENT:

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

[X] Warranty Deed dated , 2006 .

(with said deed approved as to form by the Buyers), (Consider transfer tax) for the following described real property, to-wit:

Warranty Deed to: Lot Eight (8) of "Clair View Acres at Delhi, Iowa" in Sections Twenty Three (23) and Twenty Six (26), Milo Township, Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 200, per Special Warranty Deed dated October 23, 1996, and recorded in the Delaware County Recorder's Office on October 28, 1996 in Book 137, Page 196

(This corrects previous Escrow for Deed and Abstract dated March 22, 2006, and recorded in the Delaware County Recorder's Office in Book 2006, Page 1161).

from the undersigned Seller(s) to the undersigned Buyer(s).

[X] Abstract of Title for real estate above described, continued to date of March 13th , 2006 and _____ approved by the Buyer(s).

[ ] Real estate contract hereinafter referred to for the sale of said real estate (original or exact reproduction).

[X] Other, specify:
Quit Claim Deed to: All that land lying Westerly and Northwesterly of Lot 8 in "Clair-View acres at Delhi, Iowa" - within the extensions of the Southwesterly and Northeasterly sides of said Lot, which is part of that property described in Book 96, Page 176, in the office of the County Recorder of Delaware County, Iowa, on October 3, 1974, - extending into Lake and to the center of Maquoketa River. Property as originally purchased from Lake Delhi Recreation Association as signed September 9, 1974, covered by final check #8661 dated September 9, 1974 as recorded File #175-727, as Recording Fee $4.50 and Transfer Fee $5.00, Book #96, Page 176, 10/3/74 by Delaware County Recorder, Joan Sheppard, per L.D. per Quit Claim Deed dated October 23, 1996, and filed for record in the Delaware County Recorder's Office on October 28, 1996 in Book 137, Page 197

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 canceling this escrow agreement or modifying its terms.

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(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.

The Escrow Agent shall have no responsibility whatever to see that Buyers and Sellers perform any of the terms of said contract between them, nor keep in force any insurance. Responsibility is limited to effecting the transfer of said papers and documents as herein expressly directed and agreed.

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 or successors thereof. You may at any time discharge your responsibility to the sellers and buyers or their respective successors in interest, by 10 xxxxxxxxxxxxxxxxxxxxx days actual notice to them, or written notice addressed to their last known address, of your election to do so. Your responsibility will terminate upon delivery of the papers to any successor escrow agent then designated by the parties or, in default of such designation, by return of the papers to the party depositing them.

Dated at Dyersville, Iowa, this 5th day of May, 2006.

SELLER James B. Niehaus — SELLER Jane F. Niehaus

BUYER Ronald James Fox — BUYER Caron Jayne Fox

STATE OF IOWA, DUBUQUE COUNTY, ss:

On this 5th day of May, A.D. 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James B. Niehaus and Jane F. Niehaus, husband and wife,

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.

KARLA KLUESNER
Commission Number 145960
My Comm. Exp. 1/14/2009

Karla Kluesner, Notary Public in and for said County and State

STATE OF IOWA, Fayette COUNTY, ss:

On this 12th day of April, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ronald James Fox and Caron Jayne Fox and _____, to me personally known, who, being by me duly sworn, did say that they are the Buyers and _____ respectively, of said corporation executing the within and foregoing instrument; that (no seal had been procured by the said) corporation; that said (the seal affixed thereto is the seal of said) instrument was signed **(and sealed)** on behalf of said corporation by authority of its Board of Directors, and that the said _____ and _____ 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.

Eileen P. Bearinger
_____, Notary Public in and for said County and State

EILEEN P. BEARINGER
Commission Number 715114
My Commission Expires
2-18-08

THE IOWA STATE BAR ASSOCIATION Official Form No. 333	ISBA #	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA , COUNTY OF ~~BUCHANAN~~ Fayette

This instrument was acknowledged before me on 2006, by Ronald James Fox and Caron Jayne Fox, husband and wife,

EILEEN P. BEARINGER
Commission Number 715114
My Commission Expires
1-18-08

, Notary Public

(Section 9E.15(2), Code of Iowa)

Acknowledgment: For use in the case of natural persons acting in their own right

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RECEIPT

The undersigned hereby acknowledge(s) receipt of the above-described legal documents as above designated, agree(s) to act as Escrow Agent for said transaction and to perform pursuant to instruction as above directed.

Dated at Dyersville, IA, this 5th day of May, 2006.

Tom Jenk, P.C.
(Law Firm)

By: Tom Jenk
Escrow Agent

NOTE: In the Real Estate Contract--Installments, whether Official Form No. 140, No. 141, No. 143 or No.152 is used, the following should be inserted in the contract:

(Seller shall at once execute this contract and deliver the same with abstract of title for examination and approval to Buyer's attorney whereupon said documents, together with duly executed deed, and escrow agreement shall be forwarded to _____ Attorneys at Law, of _____, Iowa to be held in escrow by them until Buyers have performed this agreement. Upon completion of said performance Sellers, their assigns or representatives, shall advise said Escrow Agents to deliver the deed and abstract to Buyers.)