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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

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)
Daryl E. Roberts, 110 Third Avenue SW, Independence, IA 50644, Phone: (319) 334-6046

Taxpayer Information: (Name and complete address)
Mr. and Mrs. Bradley J. Davis, 176 Clara Avenue, Manchester, IA 52057

Return Document To: (Name and complete address)
Daryl E. Roberts, PO Box 796, Independence, IA 50644

Sellers:
Melvin J. Hall, Pres., Hallmark Farms, LTD
Linda J. Hall, Secy., Hallmark Farms, LTD

Buyers:
Bradley J. Davis
Shirley M. Fleuriet-Davis

Legal description: See Page 2

Document or instrument number of previously recorded documents:

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ESCROW FOR DEED AND ABSTRACT

TO: Daryl E. Roberts , ESCROW AGENT:

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

☒ Warranty Deed (Corporate Grantor) Deed dated _____, _____.

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

The Northeast ¼ of the Southwest ¼ of Section 18, Township 90 North, Range 6 West of the Fifth P.M., Delaware County, Iowa

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

☒ Abstract of Title for real estate above described, continued to date of _____, _____ and _____ approved by the Buyer(s).

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

☐ Other, specify:

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 _____ 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 10:00am, this 26th day of October, 2006

Melvin J. Hall pres.
SELLER Melvin J. Hall, Pres., Hallmark Farms, LTD

Linda J. Hall (See 1)
SELLER Linda J. Hall, Secy., Hallmark Farms, LTD

BUYER Bradley J. Davis

Shirley M. Fleuriet-Davis
BUYER Shirley M. Fleuriet-Davis

STATE OF IOWA, COUNTY OF Delaware, ss

On this 26th day of October, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bradley J. Davis and Shirley M. Fleuriet-Davis, 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.

NOTARIAL SEAL IOWA
Teresa J. Greve
COMMISSION NUMBER 142426
My Commission Expires
02-19-2008

Teresa J. Greve
Notary Public in and for said County and State

STATE OF IOWA, COUNTY OF Delaware, ss.

On this 26th day of October, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Melvin J. Hall and Linda J. Hall, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Melvin J. Hall and Linda J. Hall as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
Teresa J. Greve
COMMISSION NUMBER 142426
My Commission Expires
02-19-2008

Teresa J. Greve
Notary Public in and for said County and State.

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 Independence, Ia, this 31st day of October, 2006.

Daryl E. Roberts (Law Firm)

By: _____

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.)