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DEBORAH L PEYTON, RECORDER/REGISTRAR
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)
AJF - Craig, Wilson & Flickinger, 316 1st Street East, Independence, IA 50644, Phone: (319) 334-6061

Taxpayer Information: (Name and complete address)
Mark and Ellen Francois, 1364 120th Avenue, Dundee IA 52038

Return Document To: (Name and complete address)
ENV (X) Craig, Wilson & Flickinger, 316 1st Street E, Independence IA 50644

Sellers:
Ray E. Rardin
Billie B. Rardin

Buyers:
Mark Francois
Ellen Francois

Legal description: See Page 2

Document or instrument number of previously recorded documents:

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ESCROW FOR DEED AND ABSTRACT

TO: Charlene Gaye Willenbring, ESCROW AGENT:

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

☒ Warranty Deed dated May 24, 2007, _____.

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

The East ½ of the Northwest ¼, Section 19, Township 90 North, Range 6 West of the 5th P.M., Delaware County, Iowa, except for parcel C of the Southeast ¼ of the Northwest ¼, Section 19, Township 90 North, Range 6 West of the 5th P.M., Delaware County, Iowa.

This deed is in fulfillment of real estate contract filed May 3, 2007 at Book 2007, Page 1377 in the Delaware County Recorder's Office.

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

☒ Abstract of Title for real estate above described, continued to date of May 14, 2007 and has been 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 Independence, this 24 day of May, 2007.

Ray E Rardin
SELLER Ray E. Rardin

Billie B. Rardin
SELLER Billie B. Rardin

Mark Francois
BUYER Mark Francois

Ellen Francois
BUYER Ellen Francois

STATE OF IOWA, BUCHANAN COUNTY, ss:

On this 24 day of May, A.D. 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Ray E. Rardin and Billie B. Rardin 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.

ALANSON J. FLICKINGER
Commission Number 113007
My Commission Expires
December 10, 2007

Alanson J. Flickinger
, Notary Public in and for said County and State

STATE OF IOWA

STATE OF Iowa, Buchanan COUNTY, ss:

On this 11 day of June 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared

Mark Francois and Ellen Francois 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.

MARSHA M DONALDSON
COMMISSION NO. 159149
MY COMMISSION EXPIRES
1-11-2007

Marsha M Donaldson
Notary Public

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 13 day of June, 2007.

_____ (Law Firm)

By: Charlene Gaye Willenbring

Charlene Gaye Willenbring 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.)