Glen Smith Jr.
390 3 F Ave NW #103
Cedar Rapids IA
52405

2010-3095

Book 2011 Page 2325
Document 2011 2325 Type 06 005 Pages 6
Date 7/21/2011 Time 10:15:58AM
Rec Amt $32.00

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)
Daniel H. Swift, 108 N. Madison St., PO Box 207, Manchester, IA 52057, Phone: (563) 927-4901

Taxpayer Information: (Name and complete address)
Greg/Roger Stephen, 200 Southhaven Drive, Monticello, IA 52310

Return Document To: (Name and complete address)
Gregory S./Roger W. Stephen, 200 Southhaven Drive, Monticello, IA 52310

Sellers:
Glen H. Smith, Jr.

Buyers:
Gregory S. Stephen
Roger W. Stephen

Legal description: See Page 2

Document or instrument number of previously recorded documents:

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ESCROW FOR DEED AND ABSTRACT

TO: Roger A. Smith , ESCROW AGENT:

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

☒ Warranty Deed dated September, 2010.

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

Lot Eleven (11) of the Plat of Hartwick Lake Club West Subdivision of Part of the South One-Half (S 1/2) of Section Twenty-Four (24) and of Part of the North One-Half (N 1/2) of Section Twenty-Five (25) all in Township Eighty-Eight North (T88N), Range Five West (R5W) of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 40

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

☒ Abstract of Title for real estate above described, continued to date of August 10, 2010 and _____ approved by the Buyer(s).

☒ Real estate contract hereinafter referred to for the sale of said real estate (~~original or exact reproduction~~) has been recorded with the Delaware County Recorder

☐ 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 Monticello, Iowa this 6th day of October, 2010.

Glen H. Smith, Jr.

SELLER Glen H. Smith Jr. SELLER _____

BUYER Gregory S. Stephen BUYER Roger W. Stephen

STATE OF IOWA, LINN COUNTY, ss:

On this 6th day of October, A.D. 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Glen H. Smith, Jr.

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.

_____, Notary Public in and for said County and State

STATE OF IOWA, Jones COUNTY, ss:

On this 6 day of October, 2010 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Glen Smith and Roger W. Stephen, to me personally known, who, being by me duly sworn, did say that they are the Seller and Buyer 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.

NOTARIAL SEAL IOWA
TINA M. RIES
COMMISSION NUMBER 752616
MY COMMISSION EXPIRES
5-6-2011

_____, 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 Peoria, IL, this 22 day of October, 2010.

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx (Law Firm)

By: Roger A. Smith

Roger A. Smith — 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.)

STATE OF ILLINOIS
COUNTY OF PEORIA

Signed and receipt acknowledged before me by Roger A. Smith on the 22nd day of October, 2010.

Stephen B. Rowe
NOTARY PUBLIC

"OFFICIAL SEAL"
Stephen B Rowe
Notary Public, State of Illinois
Commission Expires 8/27/2012

STATE OF IOWA , COUNTY OF JONES

This instrument was acknowledged before me on October 6, 2010, by Gregory S. Stephen.

NOTARIAL SEAL IOWA
TINA M. RIES
COMMISSION NUMBER 752616
MY COMMISSION EXPIRES 8-23-2011

Tina M. Ries, 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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STATE OF IOWA , COUNTY OF JONES

This instrument was acknowledged before me on October 6, 2010, by Roger W. Stephen

NOTARIAL SEAL IOWA
TINA M. RIES
COMMISSION NUMBER 752616
MY COMMISSION EXPIRES
5-5-2011

Tina M. Ries
, 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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