Book 2012 Page 1611

Document 2012 1611 Type 06 005 Pages 4
Date 5/16/2012 Time 10:14:40AM
Rec Amt $22.00

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)
George Davis, 225 First Avenue East, Dyersville, IA 52040, Phone: (563) 875-9112

Taxpayer Information: (Name and complete address)
Michael G. Gaul, 1345 295th Avenue, Colesburg, Iowa 52035

Return Document To: (Name and complete address)
George Davis, 225 First Avenue East, Dyersville, IA 52040, Phone: (563) 875-9112

Sellers:
The Eldon G. and Helen P. Gaul Living Trust

Buyers:
Michael G. Gaul

Legal description: See Page 2

Document or instrument number of previously recorded documents:

© The Iowa State Bar Association 2005
IOWADOCS®

ESCROW FOR DEED AND ABSTRACT

TO: George Davis, ESCROW AGENT:

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

☒ Trustee Deed dated April 12, 2012, _____.

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

The South thirty eight and one-third (38 1/3) acres of the East one-third (E 1/3) of the Northeast Quarter (NE1/4) of Section Nineteen (19), and that part of the Northwest Quarter (NW1/4) of Section Twenty (20) described as commencing at the Southeast corner of said Northwest Quarter (NW1/4) and running thence West to the Southwest corner of said Northwest Quarter (NW1/4), thence North one hundred fifteen (115) rods, thence East seventeen and seven-tenths (17.7) rods, thence South forty five (45) rods, thence East thirty two and three-tenths (32.3) rods, thence South fifty eight (58) rods and three (3) feet, thence East one hundred ten (110) rods to the East line of said Northwest Quarter (NW1/4), thence South eleven (11) rods and thirteen and one-half (13 1/2) feet to the point of beginning , all in Township Ninety (90) North, Range Three (3), West of the Fifth P.M., Delaware County, Iowa, AND That part of the South one-half (S1/2) of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Ninety (90) North, Range Three (3), West of the Fifth P.M. described as commencing at a point ninety (90) rods South of the Northeast corner of said Northwest Quarter (NW1/4), and running thence West one hundred ten (110) rods, thence South fifty eight (58) rods and three (3) feet, thence East one hundred ten (110) rods, thence North fifty eight (58) rods and three (3) feet to the point of beginning

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

☒ Abstract of Title for real estate above described, continued to date of March 22, 2012 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.

(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.

© The Iowa State Bar Association 2010
IOWADOCS®

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 Dyersville, IA, this 12th day of April, 2012.

Eldon G. Gaul
SELLER Eldon G. Gaul, Trustee of The Eldon G. and Helen P. Gaul Living Trust

Helen P Gaul
SELLER Helen P. Gaul, Trustee of The Eldon G. and Helen P. Gaul Living Trust

Michael G Gaul
BUYER Michael G. Gaul

BUYER

STATE OF IOWA, COUNTY OF DUBUQUE

The instrument was acknowledged before me on this April 12, 2012, by The Eldon G. and Helen P. Gaul Living Trust, by Eldon G. Gaul, Trustee and Helen P. Gaul, Trustee and Michael G. Gaul.

GEORGE A. DAVIS
Iowa Notarial Seal
Commission Number: 199715
My Commission Expires: 12/17/13

, Notary Public

STATE OF _____, COUNTY OF _____

The instrument was acknowledged before me on this _____, by _____
as _____
of _____.

, 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 12th day of April, 2012.

_____ (Law Firm)

By: _____
George Davis — 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.)