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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)
Daryl E. Roberts, 2349 Jamestown Avenue, Suite 4, Independence, IA 50644, Phone: (319) 334-6046

Taxpayer Information: (Name and complete address)
Mr. and Mrs. Donald J. Gudenkauf, 115 W Monroe, Winthrop, IA 50682

Return Document To: (Name and complete address)
Daryl E. Roberts, 2349 Jamestown Avenue, Suite 4, Independence, IA 50644

Grantors:
Vernon J. Gudenkauf
Joan E. Gudenkauf

Grantees:
Donald J. Gudenkauf
Sharla K. Gudenkauf

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 dated May 4 2015.

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

The Northwest fractional ¼ of Section 6, Township 87 North, Range 6 West of the 5th 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.

(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.

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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, Iowa, this 4th day of May, 2015.

SELLER Vernon J. Gudenkauf

SELLER Joan E. Gudenkauf

BUYER Donald J. Gudenkauf

BUYER Sharla K. Gudenkauf

STATE OF IOWA, COUNTY OF BUCHANAN

This record was acknowledged before me this 4th day of May, 2015, by Vernon J. Gudenkauf and Joan E. Gudenkauf.

Daryl E Roberts
Signature of Notary Public

DARYL E ROBERTS
Commission Number 200066
My Commission Expires
December 12, 2015

STATE OF IOWA, COUNTY OF BUCHANAN

This record was acknowledged before me this 4th day of May, 2015, by Donald J. Gudenkauf and Sharla K. Gudenkaur.

Daryl E Roberts
Signature of Notary Public

DARYL E ROBERTS
Commission Number 200066
My Commission Expires
December 12, 2015

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 4th day of May, 2015.

Roberts & Eddy, PC
(Law Firm)

By: Daryl E. Roberts
Daryl E. Roberts, Escrow Agent