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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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Return To: John C. Werden, PO Box 851, Carroll, IA 51401
Preparer: John C. Werden, PO Box 851, Carroll, IA 51401, (712) 792-9752
Taxpayer: Palmer Trust, 621 Line St., Manchester, IA 52057

QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, Martha L. Palmer, a single person do hereby Quit Claim to Palmer Trust, Ellen J. Wehrle, Trustee, and Stephen H. Palmer, Trustee all our right, title, interest, estate, claim and demand in the following real estate in Delaware County, Iowa:

See 1 in Addendum (page 2)

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: Sept 17, 2015

Ellen J Wehrle
Martha L. Palmer by Ellen J. Wehrle, POA (Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF CARROLL

This record was acknowledged before me this 17 day of September, 2015, by Martha L. Palmer by Ellen J. Wehrle, Power of Attorney.

Pamela Sue Vander Molen
Commission Number 739882
My Commission Expires
3/28/18
Signature of Notary Public
Pamela S. Vander Molen

(This form of acknowledgment for individual grantor(s) only)

Addendum 1/2

1. That part of the North Half of Lot Five (5) of Subdivision of North Half of Southeast Quarter and South Half of Northeast Quarter of Section Twenty-nine (29), Township Eighty-nine (89) North, Range Five (5), West of the Fifth P.M., that is East of the Railroad right of way, EXCEPT the East 156 feet of the North one half of Lot Five (5) of Subdivision of North one half of Southeast Quarter and South one half of Northeast Quarter of Section Twenty-nine (29), Township Eighty-nine (89) North, Range Five (5), West of the Fifth P.M.;

   AND

   A strip of land of uniform width of Fifty (50) feet, being Twenty-five (25) feet on each side of the center line of the former Manchester and Oneida Railway, as the same was surveyed and staked across the North Half (N½) of Lot Five (5) of the Subdivision of part of the North Half (N½) of the Southeast Quarter (SE¼) and the South Half (S½) of the Northeast Quarter (NE¼) of Section Twenty-nine (29), Township Eighty-nine (89) North, Range Five (5), West of the Fifth P.M.; it being the intention to hereby describe and convey all right, title and interest in and to all of the former Manchester & Oneida Railway premises and right of way as may lie between the South and North lines extended of the said North Half (N½) of said Lot Five (5);

   AND

   That part of the South 20 feet of Lot 4 of the Subdivision of part of the North one-half of Southeast Quarter and South one-half of Northeast Quarter of Section 29, Township 89 North, Range 5, West of the Fifth P.M., that lies East of the former Manchester and Oneida Railroad right of way, except the East 230 feet thereof; also that part of the former Manchester and Oneida Railroad right of way crossing the South 20 feet of said Lot 4, or crossing that tract contained between the North and South lines of the South 20 feet of said Lot 4 extended to the West; Also the South 10 feet of the East 230 feet of said Lot 4, reserving the use thereof as a common drive; also the use of the North 10 feet of the South 20 feet of the East 230 feet of said Lot 4 as a common drive; it being agreed by the parties hereto that the South 20 feet of the East 230 feet of said Lot 4 shall be used only as a common driveway for access to and the benefit of Lot 4 aforesaid, except the East 200 feet and the South 20 feet thereof, and of the North half of Lot 5, and the South 20 feet of Lot 4 except the East 230 feet thereof, of the aforesaid Subdivision, and that said driveway shall at all times be kept open and unobstructed for its entire width and length, and that said driveway shall be maintained and improved by the owners of the two premises to be benefited by the use thereof, in accordance with their subsequent agreement or agreements, no one such owner may require the other such owner to pay any expense for maintenance or improvement except by agreement. It is further agreed that the benefits and burdens of said common drive shall run with the two said tracts to be served and be binding on the present and future owners of said two tracts.

Addendum 2/2

Subject to all easements of record.

This deed is exempt from transfer tax pursuant to 428A.2(21):
Consideration is less than five hundred dollars.