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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 10th day
of March AD 2016
Carla K. Becker, Auditor
By S. Hildebrand, Deputy

WARRANTY DEED

(Joint Tenancy)

THE IOWA STATE BAR ASSOCIATION
Official Form #103
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Thomas J. Hanson, 401 East Main Street, Manchester, IA 52057, Phone: (563) 927-5920

Taxpayer Information: (Name and complete address)
Danny J. and Karla K. Nefzger, 2203 245th Avenue, Manchester, IA 52057

Return Document To: (Name and complete address)
(X) Danny J. and Karla K. Nefzger, 2203 245th Avenue, Manchester, IA 52057

Grantors:
Daniel F. Schustersich
Charlene J. Schustersich
Roberta A. Schustersich

Grantees:
Danny J. Nefzger
Karla K. Nefzger

Legal description: See Page 2

Document or instrument number of previously recorded documents:

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THE IOWA STATE BAR ASSOCIATION Official Form No. 103	Thomas J. Hanson	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

WARRANTY DEED - JOINT TENANCY

For the consideration of $84,000.00 Dollar(s) and other valuable consideration, Daniel F. Schustersich and Charlene J. Schustersich, husband and wife; and Roberta A. Schustersich, a single person do hereby Convey to Danny J. Nefzger and Karla K. Nefzger, husband and wife as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in Delaware County, Iowa:

The Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section Ten (10), Township Eighty Eight (88) North, Range Four (4), West of the 5th P.M., together with an easement for access as per attached Exhibit "A".

This deed is given in fulfillment of a recorded Real Estate Contract between the parties dated April 3, 2001 and filed April 3, 2001 in Book 2001, Page 1034 of the records of the Delaware County Recorder.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. 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: March 7, 2016

Daniel F. Schustersich (Grantor)

Charlene J. Schustersich (Grantor)

Roberta A. Schustersich (Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF Delaware

This record was acknowledged before me this 2nd day of March, 2016, by Daniel F. Schustersich and Charlene J. Schustersich, husband and wife.

SARAH R. LEONARD
Commission Number 762480
My Commission Expires
April 6, 2016

Signature of Notary Public

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STATE OF IOWA, COUNTY OF Delaware
This record was acknowledged before me this 7th day of March, 2016, by Roberta A. Schustersich, a single person.

SARAH R. LEONARD
Commission Number 762480
My Commission Expires
April 6, 2016

Sarah R. Leonard
Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me this ____ day of _____, _____, by _____.

_____
Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me this ____ day of _____, _____, by _____.

_____
Signature of Notary Public

REPRESENTATIVE CAPACITY ACKNOWLEDGMENTS

STATE OF _____, COUNTY OF _____
This record was acknowledged before me this ____ day of _____, _____,
by _____
as _____
of _____.

_____
Signature of Notary Public

STATE OF _____, COUNTY OF _____
This record was acknowledged before me this ____ day of _____, _____,
by _____
as _____
of _____.

_____
Signature of Notary Public

EXHIBIT "A"

(1) Sellers grants to Buyers a perpetual private access easement over and across real estate owned by the Sellers to property being sold to the Buyers. Said remaining property owned by the Sellers is hereinafter described and lies adjacent to the West of the property herein sold:

Seller's remaining property:

The Northeast Quarter of Section Nine (9) except 15 acres in the Southwest corner of said quarter section described as commencing at the Southwest corner of Northeast Quarter of Section Nine (9), running thence North 50 rods, thence East 48 rods, thence South 50 rods, thence West 48 rods, to the place of beginning, all being in Township Eighty-Eight (88) North, Range Four (4), West of the Fifth P.M.

The West one-half (W½) of the Northwest Quarter (NW¼) of Section Ten (10), Township Eighty-Eight (88) North, Range Four (4), West of the Fifth P.M.

(2) The easement shall be binding on the heirs, successors and assigns of the parties hereto.

(3) That the access easement herein granted across the property of Seller shall be a private vehicular and foot path access easement and said access easement shall follow a route through and across the regular farm paths used by Seller so far as is possible.

(4) That said access easement is to be used by Buyers and their designees for purposes of farming the land herein sold to allow the Buyers access to such property for all farming purposes.

(5) That Buyers shall not damage any property of Sellers in the use of this easement except for the ordinary wear and tear necessitated by travel. Sellers shall be under no obligation to maintain the traveled portion or to fence it in any way. Neither shall Buyers fence or make permanent the current route used without the further permission of Sellers herein.

(6) Sellers reserve the right to redesignate any other reasonable route for this access easement at any time and all of the same terms and conditions herein shall be applicable thereto.