Book 2017 Page 706
Document 2017 706 Type 06 005 Pages 5
Date 3/10/2017 Time 8:44:33AM
Rec Amt $27.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

20163-28

ESCROW FOR DEED AND ABSTRACT
Recorder's Cover Sheet

Preparer Information:
Larry L. Anfinson, 726 West Fourth Street, Waterloo, IA 50702, Phone: (319) 235-9507

Taxpayer Information:
Dereck J./Cassie J. Putz, 1323 210th Avenue, Greeley, IA 52050

Return Address
Hertz Farm Management, P.O. Box 2394, Waterloo, IA 50704

Grantor:
Dorothy M. Fall Revocable Trust dated December 5, 2014

Grantee:
Iowa Finance Authority

Legal Description: See Page 2

ESCROW FOR DEED AND ABSTRACT

TO: HERTZ FARM MANAGEMENT, ESCROW AGENT:

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

[1] Trustee Special Warranty Deed dated on December 21, 2016 (with said deed approved as to form by the Buyers), (Consider transfer tax) for the following described real property, to-wit:

See Exhibit "A".

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

[XX] Abstract of Title for real estate above described, continued to date of November 8, 2016 _____ and approved by the Buyer(s).

[XX] Real estate Contract hereinafter referred to for the sale of said real estate (original or exact reproduction).

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.

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 (ten) 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 Grimes ,Iowa, on December 21, 2016.

SELLER
Dorothy M. Fall Revocable Trust dated December 5, 2014

Dorothy M. Fall

Dorothy M. Fall, Trustee,

BUYERS

Dereck J. Putz

Cassie J. Putz

STATE OF IOWA, COUNTY OF Polk

This record was acknowledged before me on December 21, 2016, by Dorothy M. Fall, as Trustee of the Dorothy M. Fall Revocable Trust dated December 5, 2014.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Delaware

This record was acknowledged before me on December 21, 2016, by Dereck J. Putz and Cassie J. Putz, husband and wife.

NOTARIAL SEAL IOWA

MORGAN D. TROENDLE
Commission Number 765827
My Commission Expires
12/10/18

Notary Public in and for the State of Iowa

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 Greeley IA, on December 21, 2016.

HERTZ FARM MANAGEMENT, INC.

By: _____
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.)

EXHIBIT "A"

Parcel 2016-107 being part of Parcel 2016-91 in the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4) of Section Twenty-four (24), Township Ninety (90) North, Range Five (5) West of the Fifth Principal Meridian, Delaware County, Iowa, containing 7.98 acres, more or less. The exterior boundary of Parcel 2016-107 is more particularly described by metes and bounds as follows:

Commencing at the Northwest Corner of Section 24, Township 90 North, Range 5 West of the 5th P.M.; thence N 87°-05'-40" E, 1290.86 feet along the north line of the NW1/4 of said Section 24; thence S 00°-03'-45" W, 839.07 feet along the east line of the NW1/4-NW1/4 of said Section 24 to the Point of Beginning; thence S 00°-03'-45" W, 146.21 feet along the east line of said NW1/4-NW1/4; thence S 87°-52'-03" W, 153.64 feet; thence S 09°-15'-43" E, 71.40 feet; thence S 49°-42'-35" E, 71.63 feet; thence S 87°-02'-17" E, 87.38 feet; thence S 00°-03'-45" W, 202.56 feet along the east line of the NW1/4-NW1/4 of said Section 24; thence S 87°-09'-40" W, 1023.37 feet along the south line of said NW1/4-NW1/4; thence N 07°-59'-20" W, 234.44 feet; thence N 87°-18'-55" E, 552.58 feet; thence N 00°-00'-32" W, 243.69 feet; thence N 87°-11'-05" E, 503.89 feet to the Point of Beginning. Said described parcel contains 7.98 acres, more or less. Bearings are based on the Iowa State Plane Coordinate System North Zone (1401) Horizontal NAD 83 (2011).