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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 17th day
of July AD 2017
Auditor
By Deputy

STATE OF IOWA

COUNTY OF DELAWARE

DEED IN TRUST

THIS INDENTURE WITNESSETH, that the Grantors, JAMES E. YORDY and AWILLA SUE YORDY, husband and wife, each in their own right and as spouse of the other, of the County of Tazewell and State of Illinois, for and in consideration of ONE DOLLAR ($1.00), and other good and valuable consideration in hand paid, Convey and Warrant an undivided one-half (½) interest unto JAMES E. YORDY, as Trustee under the provisions of a trust agreement dated the 10th day of July, 2017, known as the YORDY TRUST #8972-JEY, and an undivided one-half (½) interest unto WILLA SUE YORDY, as Trustee under the provisions of a trust agreement dated the 10th day of July, 2017, known as the YORDY TRUST #8972-WSY, the following described real estate, to-wit:

See Exhibit A attached hereto.

EXEMPT UNDER IA CODE §428A.2(21).

Date: July 10, 2017

Awilla Sue Yordy
GRANTOR

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any

subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereinafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereinafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his, her or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

And the said grantors hereby expressly waive and release any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the Grantors aforesaid have hereunto set their hands and seals this 10th day of July, 2017.

JAMES E. YORDY

AWILLA SUE YORDY

STATE OF ILLINOIS)
COUNTY OF TAZEWELL) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JAMES E. YORDY and AWILLA SUE YORDY, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notary seal this 10th day of July, 2017.

OFFICIAL SEAL
JAMES W BENCKENDORF
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/20/19

NOTARY PUBLIC

MAIL TAX BILL TO: Willa Sue Yordy, Trustee, 1855 Copperfield Drive, Morton, IL 61550

EXHIBIT A

Parcel 1:

The West Half of the Southwest Quarter of Section 4; the East Half of the Southeast Quarter of Section 5; and the Northwest Quarter of the Southeast Quarter of Section 5, all in Township 88 North, Range 6 West of the Fifth Principal Meridian, lying South of Highway No. 520, which is described in deed of record in the Office of the Recorder of said County in Book 88, on Page 326 thereof, all in Delaware County, Iowa, containing 183.6 acres, more or less.

P.I.N.: 013+270-04-00-009-00
013+270-05-00-013-00

Parcel 2:

The North Half of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 8, Township 88 North, Range 6 West of the Fifth Principal Meridian, subject to highways and easements of record, EXCEPT that part of the Northwest Quarter of the Northwest Quarter of Section 8, Township 88 North, Range 6 West of the Fifth Principal Meridian described as commencing at a point that is 446.9 feet East of the Northwest corner of the Northwest Quarter of the Northwest Quarter of said Section 8; thence South 1° 06' East 194.6 feet; thence South 89° 36' East 121.4 feet; thence South 0° 51' East 73.5 feet; thence South 89° 33' East 135.4 feet; thence North 3° 39' East 266.2 feet to the North line of said Section 8; thence West along said line 276.5 feet to the point of beginning, said parcel containing 115 acres, more or less, situated in the County of Delaware, State of Iowa.

P.I.N.: 013+270-08-00-006-00

Parcel 3:

The Northwest Quarter and the West one-quarter (¼) of the Northeast Quarter of Section 23, Township 89 North, Range 5 West of the Fifth Principal Meridian, EXCEPT Parcel A – the Northwest Quarter of the Northwest Quarter, the Southwest Quarter of the Northwest Quarter and part of the Northeast Quarter of the Northwest Quarter and part of the Southeast Quarter of the Northwest Quarter, all in Section 23, Township 89 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 6 of Plats, Page 219;

AND

The South Half of the Southeast Quarter of Section 24, Township 89 North, Range 5 West of the Fifth Principal Meridian;

AND

The Southeast Quarter of the Northeast Quarter of Section 24, Township 89 North, Range 5 West of the Fifth Principal Meridian,

All situated in Delaware County, in the State of Iowa.

P.I.N.: 013+140-24-00-014-20

Parcel 4:

The West Fractional Half, the Southwest Quarter of the Southeast Quarter, and the West thirteen (13) acres of the West Half of the Northeast Fractional Quarter of Section 6, Township 88 North, Range 6 West of the Fifth Principal Meridian, EXCEPT land acquired by the State of Iowa for highway purposes under condemnation proceedings of record in Book M, Misc., Page 68, in the Office of the Recorder of Delaware County, Iowa, subject to highway and easements of record. EXCEPTING THEREFROM:

a. That part of the Northeast Fractional Quarter of the Northwest Quarter of Section 6, Township 88 North, Range 6 West of the Fifth Principal Meridian, Delaware County, Iowa, described as commencing at the Northwest corner of said Section 6; thence East along the North line of said Section 1,510.6 feet to the point of beginning; thence continuing East along said line 501.4 feet; thence South 390.4 feet; thence West 501.4 feet; thence North 390.4 feet to the point of beginning, said parcel containing 4.49 acres, more or less, subject to road right of way and easements of record. The North line of said Section 6 is assumed to bear due East and West.

b. That part of the Southwest Fractional Quarter of Section 6, Township 88 North, Range 6 West of the Fifth Principal Meridian, described as follows: Commencing at the Northwest corner of the Southwest Fractional Quarter of said Section 6; thence South 0° 01' 20" East 9.86 feet along the West line of the said Southwest Fractional Quarter; thence concave Easterly 556.00 feet along a 57,158.00 feet radius curve, tangent to the following course; thence South 89°10' 00" East 440.76 feet along the South right-of-way line of U.S. Highway No. 20 to the point of beginning; thence South 89° 10' 00" East 632.68 feet along the South right-of-way line of U.S. Highway No. 20; thence South 0° 23' 00" East 2,607.56 feet to the South line of the said Southwest Fractional Quarter; thence North 89° 49' 20" West 648.95 feet along the South line of the said Southwest Fractional Quarter; thence North 0° 01' 20" West 2,614.69 feet to the point of beginning.

c. That part of the Southwest Fractional Quarter of Section 6, Township 88 North, Range 6 West of the Fifth Principal Meridian, described as follows: Commencing at the Northwest corner of the Southwest Fractional Quarter of said Section 6; thence South 0° 01' 20" East 9.86 feet along the West line of the said Southwest Fractional Quarter to the point of beginning; thence concave Southeasterly 556.00 feet along a 57,158.00 feet radius curve, tangent to the following course; thence South 89° 10' 00" East 440.76 feet along the South right-of-way line of U.S. Highway No. 20; thence South 0° 01' 20" East 2614.69 feet to the South line of the said Southwest Fractional Quarter ; thence North 89°49' 20" West 996.74 feet along the

South line of the said Southwest Fractional Quarter to the Southwest corner thereof; thence North 0° 01' 20" West 2,624.37 feet along the West line of the Southwest Fractional Quarter of said Section 6, to the point of beginning.

d. The Southwest Quarter of the Southeast Quarter of Section 6, Township 88 North, Range 6 West of the Fifth Principal Meridian, described as follows: Beginning at the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 6; thence South 89° 50' 50" East 1,322.31 feet along the North line of the said Southwest Quarter of the Southeast Quarter to the Northeast corner thereof; thence South 0° 10' 10" East 1320.91 feet along the East line of the said Southwest Quarter of the Southeast Quarter to the Southeast corner thereof; thence North 89° 49' 20" West 1,317.44 feet along the South line of the said Southwest Quarter of the Southeast Quarter to the Southwest corner thereof; thence North 0° 23' 00" West 1,320.41 feet along the West line of the said Southwest Quarter of the Southeast Quarter to the point of beginning.

e. That part of the Southwest Fractional Quarter of Section 6, Township 88 North, Range 6 West of the Fifth Principal Meridian, described as follows: Commencing at the Northwest corner of the Southwest Fractional Quarter of said Section 6; thence South 0° 01' 20" East 9.86 feet along the West line of the said Southwest Fractional Quarter; thence concave Southeasterly 556.00 feet along a 57,158.00 feet radius curve, tangent to the following course; thence South 89° 10' 00" East 1,073.44 feet along the South right-of-way line of U.S. Highway No. 20 to the point of beginning; thence South 89° 10' 00" East 669.47 feet along the South right-of-way line of U.S. Highway No. 20; thence South 0° 23' 00" East 2,599.88 feet along the East line of the said Southwest Fractional Quarter to the Southeast corner thereof; thence North 89° 49' 20" West 669.35 feet along the South line of the said Southwest Fractional Quarter; thence North 0° 23' 00" West 2,607.56 feet to the point of beginning.

P.I.N.: 013+270-06-00-005-00

Parcel 5:

The Northeast Quarter of Section 22 and the Southeast Quarter of Section 22, Township 88 North, Range 6 West of the Fifth Principal Meridian, EXCEPT that part of the Northeast Quarter of the Southeast Quarter of Section 22, Township 88 North, Range 6 West of the Fifth Principal Meridian, described as commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of said Section 22; thence South 875.00 feet along the East line of the Northeast Quarter of the Southeast Quarter of said Section 22; thence West 292.00 feet; thence North 875.00 feet to the North line of the Northeast Quarter of the Southeast Quarter of said Section 22; thence East 292.00 feet along said line to the point of commencement, said parcel containing 5.87 acres subject to the right-of-way and easements of records. The East line of the Northeast Quarter of the Southeast Quarter of Section 22 is assumed to bear due North and South, all in Delaware County, Iowa, containing 304.7 acres, more or less.

P.I.N.: 013+260-22-00-009-00