

**BK: 2020 PG: 4471**  
**Recorded: 11/19/2020 at 12:49:38.0 PM**  
**Pages 10**  
**County Recording Fee: \$52.00**  
**Iowa E-Filing Fee: \$3.00**  
**Combined Fee: \$55.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

**AFFIDAVIT OF FACTS**  
**Recorder's Cover Sheet**

**PREPARER INFORMATION:** Everett S. Stovall, 481 This Way, P.O. Box 1476, Lake Jackson, Texas, (979) 297-4210

**TAXPAYER INFORMATION:** Teresa Lynn Sandlin, 56 Mistletoe Ct., Lake Jackson, Texas 77566

**RETURN DOCUMENT TO:** Everett S. Stovall, P.O. Box 1476, Lake Jackson, Texas 77566

**GRANTOR:** Dorothea M. Mack Trust dated June 5, 1998

**GRANTEE:** Teresa Lynn Sandlin

**LEGAL DESCRIPTION:** See Document

**DOCUMENT OR INSTRUMENT NUMBER OF PREVIOUSLY RECORDED DOCUMENTS:**

**AFFIDAVIT OF FACTS**

THE STATE OF IOWA

COUNTY OF MADISON

BEFORE ME, the undersigned authority on this day personally appeared **TERESA LYNN SANDLIN**, such person being known to me to be a credible person and after being duly sworn stated upon his oath as follows: The undersigned is 18 years of age or older and of sound mind and fully competent to make this Affidavit. I have never been convicted of a felony or a crime of moral turpitude and have personal knowledge of the facts stated herein and swear or affirm that the same are true and correct.

THAT **TERESA LYNN SANDLIN**, Affiant herein, is the daughter of **DOROTHEA M. MACK**;

THAT **DOROTHEA M. MACK** created the Dorothea M. Mack Trust dated June 5, 1998 and appointed herself as the initial Trustee;

THAT **DOROTHEA M. MACK** died on October 5, 2020 in Brazoria County, Texas where she was a resident;

THAT the Successor Trustee of the Dorothea M. Mack Trust dated June 5, 1998 is the undersigned Affiant, **TERESA LYNN SANDLIN**;

THAT the Dorothea M. Mack Trust is in existence and active and owns title to the following real property in Madison County, Iowa, to-wit:

*This affidavit is exempt according to Iowa Code 428A.2(3) Southwest Quarter of the Northwest Quarter (SW/4 NW/4) and the Southeast Quarter of the Northwest Quarter (SE/4 NW/4); all in Section Fourteen (14), Township Seventy-Four (74) North, Range Twenty-Six (26) West of the 5<sup>th</sup> P.M., Madison County, Iowa, excepting a Six (6) Acre Tract therein described as commencing at the W 1/4 Corner of Section 14, Township 74 North, Range 26 West of the 5<sup>th</sup> P.M., Madison County, Iowa, thence North 90'00' East 1,100.00 feet along the 1/4 Section*

**line to the Point of Beginning, thence continuing North 90'00' East 713.00 feet, thence North 03'22 East 330.00 feet, thence South 89'57' West 705.00 feet, Thence South 04'45' West 330 feet to the Point of Beginning, said parcel containing 5.357 acres including 0.465 acres of County Road Right-of-Way, which has been sold on contract to Rick Fenimore.**

THAT pages 1, 5, 6 and 7 of said Trust are attached to this Affidavit as Exhibits, together with Correction Warranty Deed in Book 139 Page 639;

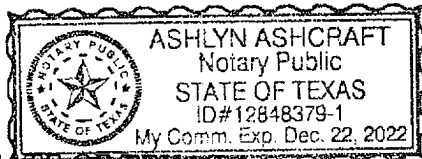
THAT **TERESA LYNN SANDLIN** is now the sole Trustee of the Dorothea M. Mack Trust dated June 5, 1998.

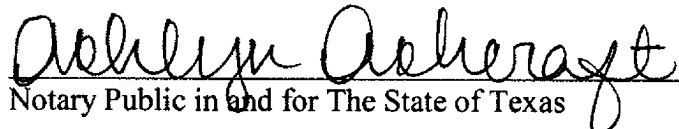
FURTHER AFFIANT SAITH NOT:

EXECUTED this 18th day of November, 2020.

  
TERESA LYNN SANDLIN

SUBSCRIBED AND SWORN TO BEFORE ME, by **TERESA LYNN SANDLIN**, on this the 18th day of November, 2020.

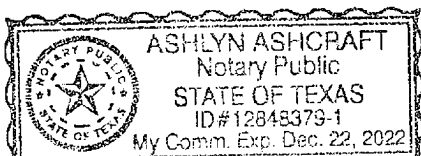


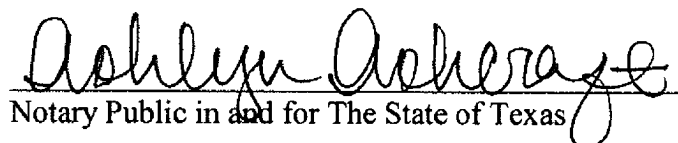
  
Notary Public in and for The State of Texas

THE STATE OF TEXAS

COUNTY OF BRAZORIA

This instrument was acknowledged before me on the 18th day of November, 2020, by **TERESA LYNN SANDLIN**.



  
Notary Public in and for The State of Texas

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# ***THE DOROTHEA M. MACK TRUST***

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This agreement of revocable trust ("Agreement") is made between DOROTHEA M. MACK as Settlor, and DOROTHEA M. MACK as Trustee, creating The Dorothea M. Mack Trust.

## **ARTICLE 1. NAME OF THE TRUST**

**SECTION 1.1.** The name of the trust is The Dorothea M. Mack Trust.

## **ARTICLE 2. TRUST PROPERTY**

**SECTION 2.1.** Settlor grants, conveys and transfers to the Trustee all of the property set forth on Exhibit "A" to this Agreement and incorporated herein by reference.

**SECTION 2.2.** Settlor, or any other person, may contribute additional assets to the Trust, which, when so contributed, shall become a part of the Trust Property to be administered in accordance with the provisions of this Agreement.

## **ARTICLE 3. REVOCABLE TRUST**

**SECTION 3.1.** Settlor reserves the right and power to alter, amend, or revoke the Trust, in whole or in part, at any time. Such a power shall be personal to the Settlor, and shall not be exercised by an agent, trustee, or other person on behalf of Settlor, unless expressly set forth in the document appointing such agent, trustee or other person. The Trust shall be irrevocable upon the death of Settlor.

## **ARTICLE 4. DISPOSITIVE PROVISIONS**

**SECTION 4.1.** The Trustee shall hold, manage, control, invest and reinvest the Trust Property, and shall collect the income and dispose of the income and principal as follows:

(a) During the lifetime of the Settlor, the Trustee shall pay to or for the benefit of the Settlor, in quarterly or more frequent installments, all the net income of the Trust Property. Settlor shall have the right to withdraw property from the Trust Property at any time.

(b) Upon the death of the Settlor, the Trust shall become irrevocable, and the Trustee shall distribute the Trust principal and income as follows:

The Trustee shall distribute to TERESA LYNN SANDLIN, in fee simple, all trust principal and undistributed trust income, including, but not limited to, all real estate held as a part of the Trust, but if TERESA LYNN SANDLIN fails to

(c) My Trustee, in the Trustee's sole discretion, may select assets or property to be distributed to satisfy the provisions of my Trust without respect to the income tax basis of such property or assets. My Trustee are specifically excused from any duty of impartiality with respect to the income tax basis of such property.

## ARTICLE 6. TRUSTEE'S POWERS

**SECTION 6.1.** Settlor appoints Settlor to act as Trustee of the Trust. If Settlor fails or ceases to serve as Trustee, Settlor appoints TERESA LYNN SANDLIN as successor Trustee, but if she fails or ceases to serve as Trustee, then Settlor appoints CHIP LEWIS as successor Trustee. A third party transacting business with the Trust or holding Trust property is entitled to rely on a memorandum signed by Teresa Lynn Sandlin or Chip Lewis that Settlor has ceased to act as Trustee.

**SECTION 6.2.** The Trustee shall have all the rights, privileges, and powers conferred upon Trustee by the Texas Trust Code, as amended, and as provided at the time of the exercise that any such right, privilege or power.

**SECTION 6.3.** The Trustee shall act independently of any courts or supervision or accounting in states where supervision and accounting are otherwise required, and no bond or other security shall be required of any trustee named or appointed under this instrument as Trustee or Successor Trustee. The Trustee shall not be liable for or chargeable with any loss arising for the discharge of any duty or the exercise of any discretion as Trustee, except in the case of gross neglect or willful default.

**SECTION 6.4.** The Trustee shall have the full power of the sale of all or any part of my Trust Property, irrespective of whether or not the sale is necessary to pay debts of my Trust Property.

**SECTION 6.5.** The Trustee shall be entitled to receive reasonable compensation.

**SECTION 6.6.** The Trustee shall be authorized to terminate this Trust or any trust created hereunder at any time that such trust becomes so small that its continued administration is deemed inefficient by the trustees. Upon termination of a small trust under such circumstances, the Trustee shall deliver the undistributed net income to principal as such terminated trust to the current income beneficiary of such trust.

**SECTION 6.7.** Any trustee may resign at any time without court approval by causing to be recorded in the Official Public Records of Hutchinson County, Texas, with a memorandum of resignation, signed by the resigning Trustee.

## ARTICLE 7. MISCELLANEOUS

**SECTION 7.1.** The Trustee are authorized to pay all of my funeral expenses, expenses of my last illness, administration expenses, federal estate, and state inheritance taxes. The Trustee

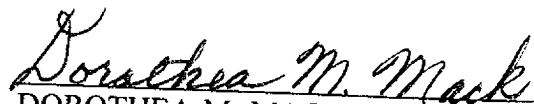
shall apportion any federal estate and state inheritance taxes in accordance with Texas Probate Code, as amended. The Trustee shall have the right and power to incur indebtedness and to power money for the purposes of paying any and all of may debts, expenses and taxes.

**SECTION 7.2.** No beneficiary, in his or her capacity as a beneficiary, shall have the power to anticipate, encumber, or transfer any interest in the Trust. No part of my Trust shall be liable for or charged with any debts, contracts, liabilities, or torts of a beneficiary or subject to seizure or other process by any creditor of a beneficiary.

**SECTION 7.3.** If any individual beneficiary, under any of the provisions of this Trust, shall at any time commence or join, directly or indirectly, in the prosecution of proceedings in any court to oppose the validity of this Trust or any terms of this Trust, then and in such event such beneficiary shall forfeit any and all right, title, and interest to the Trust estate, legal or equitable, and the Trust estate shall be distributed in the same manner as would have occurred had such beneficiary predeceased me.

**SECTION 7.4.** This is a Texas trust and shall be governed by and construed under the laws of Texas. Venue for any judicial proceeding involved in this Trust shall be in Hutchinson County, Texas.

**SECTION 7.5.** The Trustee, by the Trustee's signature below, accepts the terms and conditions of the Trust and the Trustee's appointment as Trustee of this Trust.

  
DOROTHEA M. MACK, Settlor

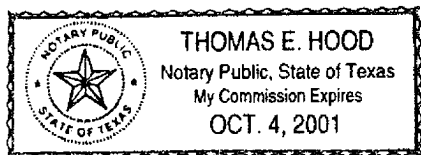
  
DOROTHEA M. MACK, Trustee

STATE OF TEXAS

§  
§  
§

COUNTY OF HUTCHINSON

This instrument was acknowledged before me on this 20<sup>th</sup> day of August, 1998, by DOROTHEA M. MACK, Settlor.



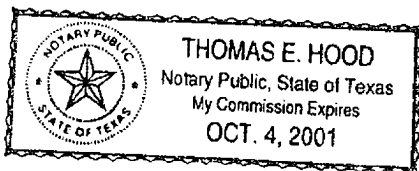
Thomas E. Hood  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

§  
§  
§

COUNTY OF HUTCHINSON

This instrument was acknowledged before me on this 20<sup>th</sup> day of August, 1998, by DOROTHEA M. MACK, Trustee.



Thomas E. Hood  
NOTARY PUBLIC, STATE OF TEXAS

WHEN RECORDED MAIL TO:

THOMAS E. HOOD  
HINKLE, COX, EATON,  
COFFIELD & HENSLEY, L.L.P.  
P. O. BOX 9238  
AMARILLO, TEXAS 79105-9238

PAGES FOR RECORDING: 3

REC'D \$ 15.00  
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FEE \$ 1.00

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BOOK 139 PAGE 639  
98 SEP 28 PM 2:43  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## CORRECTION WARRANTY DEED

Date: SEPTEMBER 17, 1998

Grantor: DOROTHEA M. MACK, a/k/a DOROTHEA MAXINE MACK

Grantor's Mailing Address (include county):

635 EVERGREEN  
BORGER, HUTCHINSON COUNTY, TEXAS 79007

Grantee: DOROTHEA M. MACK, TRUSTEE OF THE DOROTHEA M. MACK TRUST

Grantee's Mailing Address (include county):

635 EVERGREEN  
BORGER, HUTCHINSON COUNTY, TEXAS 79007

Consideration: NO CONSIDERATION PAID TO GRANTOR. GRANTOR IS CONVEYING THE PROPERTY TO GRANTOR'S REVOCABLE TRUST

Property (including any improvements):

SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW/4 NW/4) AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NW/4); ALL IN SECTION FOURTEEN (14), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPTING A SIX (6) ACRE TRACT THEREIN DESCRIBED AS COMMENCING AT THE W 1/4 CORNER OF SECTION 14, TOWNSHIP 74 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, THENCE NORTH 90°00' EAST 1,100.00 FEET ALONG THE 1/4 SECTION LINE TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 90°00' EAST 713.00 FEET, THENCE NORTH 03°22' EAST 330.00 FEET, THENCE SOUTH 89°57' WEST 705.00 FEET, THENCE SOUTH 04°45' WEST 330 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 5.357 ACRES INCLUDING 0.465 ACRES OF COUNTY ROAD RIGHT-OF-WAY, WHICH HAS BEEN SOLD ON CONTRACT TO RICK FENIMORE.

Prior Liens (include recording information):

NONE

Reservations From and Exceptions To Conveyance and Warranty:

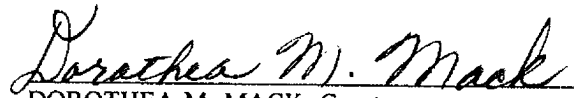
EASEMENTS, RIGHTS-OF-WAY, AND PRESCRIPTIVE RIGHTS OF RECORD; ALL PRESENTLY RECORDED RESTRICTIONS, RESERVATIONS, COVENANTS, CONDITIONS, OIL AND GAS LEASES, MINERAL SEVERANCES, AND OTHER INSTRUMENTS OTHER THAN LIENS AND CONVEYANCES THAT AFFECT THE PROPERTY; RIGHTS OF ADJOINING OWNERS IN ANY WALLS AND FENCES SITUATED ON A COMMON BOUNDARY; ANY DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES; AND ANY ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS.



Grantor, subject to the prior liens and the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys the property to Grantee, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the prior liens and the reservations from and exceptions to conveyance and warranty.

THIS DEED IS MADE IN PLACE OF AND TO CORRECT A DEED FROM GRANTOR TO GRANTEE, DATED AUGUST 20, 1998, AND RECORDED IN BOOK 139, PAGE 469, OF THE REAL ESTATE RECORDS OF MADISON COUNTY, IOWA. BY MISTAKE, THAT DEED CONTAINED A CONFLICTING LEGAL DESCRIPTION THAT STATED IN PART, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NW/4); ALL IN SECTION FOURTEEN (14), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPTING A SIX (6) ACRE TRACT THEREIN DESCRIBED AS COMMENCING AT THE W<sup>1</sup>/<sub>4</sub> CORNER OF SECTION 14, TOWNSHIP 74 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, THENCE NORTH 90°00' EAST 1,100.00 FEET ALONG THE <sup>1</sup>/<sub>4</sub> SECTION LINE TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 90°00' EAST 713.00 FEET, THENCE NORTH 03°22' EAST 330.00 FEET, THENCE SOUTH 89°57' WEST 705.00 FEET, THENCE SOUTH 04°45' WEST 330 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 5.357 ACRES INCLUDING 0.465 ACRES OF COUNTY ROAD RIGHT-OF-WAY, WHICH HAS BEEN SOLD ON CONTRACT TO RICK FENIMORE, WHICH SHOULD HAVE BEEN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE/4 NW/4); ALL IN SECTION FOURTEEN (14), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPTING A SIX (6) ACRE TRACT THEREIN DESCRIBED AS COMMENCING AT THE W<sup>1</sup>/<sub>4</sub> CORNER OF SECTION 14, TOWNSHIP 74 NORTH, RANGE 26 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, THENCE NORTH 90°00' EAST 1,100.00 FEET ALONG THE <sup>1</sup>/<sub>4</sub> SECTION LINE TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 90°00' EAST 713.00 FEET, THENCE NORTH 03°22' EAST 330.00 FEET, THENCE SOUTH 89°57' WEST 705.00 FEET, THENCE SOUTH 04°45' WEST 330 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 5.357 ACRES INCLUDING 0.465 ACRES OF COUNTY ROAD RIGHT-OF-WAY, WHICH HAS BEEN SOLD ON CONTRACT TO RICK FENIMORE. THIS CORRECTION DEED IS MADE BY GRANTOR AND ACCEPTED BY GRANTEE TO CORRECT THAT MISTAKE, IS EFFECTIVE ON AUGUST 20, 1998, AND IN ALL OTHER RESPECTS CONFIRMS THE FORMER DEED.

When the context requires, singular nouns and pronouns include the plural.

  
DOROTHEA M. MACK, Grantor

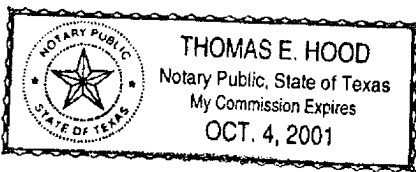
  
DOROTHEA M. MACK, TRUSTEE OF THE DOROTHEA  
M. MACK TRUST

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF HUTCHINSON §

This instrument was acknowledged before me on the 17<sup>th</sup> day of September 1998, by DOROTHEA M. MACK, as Grantor and as Trustee of the Dorothea M. Mack Trust.

Thomas E. Hood  
NOTARY PUBLIC, STATE OF TEXAS



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