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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

ESCROW FOR DEED AND ABSTRACT
Recorder's Cover Sheet

Preparer Information: Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067, Phone: 515-462-4912

Taxpayer Information: Goodhill Company LLC, 402 Goode Street, Bloomfield, IA 52537

Return Document To: Jane E. Rosien, P.O. Box 67, Winterset, IA 50273-0067

Grantors: David E. Trask and Judith A. Trask

Grantee: Goodhill Company LLC

Legal Description: See Page 2

Document or instrument number of previously recorded documents: Book 2023, Page 13



ESCROW FOR DEED AND ABSTRACT

TO: JANE E. ROSIEN, FLANDER ROSIEN, P.C., ESCROW AGENT:

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

Warranty Deed dated January 4, 2023

(with said deed approved as to form by the Buyer), for the following described real property, to-wit:

Lot One (1) in Block Twenty-four (24) of the Original Town of Winterset, Madison County, Iowa,

from the undersigned Sellers to the undersigned Buyer.

Abstract of Title for real estate above described, continued to date of December 13, 2022 and approved by the Buyer.

All, except the real estate contract is for delivery to said grantee **when and only when** said contract between said Sellers and Buyer 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 Buyer fully performs and is, 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 Buyer. This authority shall include a delivery of said papers to a transferee authorized in writing by the Buyer.

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 Buyer.

The Escrow Agent shall have no responsibility whatever to see that Buyer 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 their 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 Buyer 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 1/5/23

David E. Trask
David E. Trask, Seller

Judith A. Trask
Judith A. Trask, Seller

Goodhill Company LLC
[Signature]
Justin Hill, Manager

STATE OF IOWA, COUNTY OF MADISON

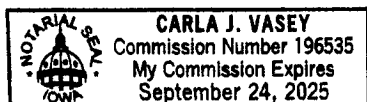
This record was acknowledged before me on January 4, 2023 by David E. Trask and Judith A. Trask.



Carla J. Vasey
Signature of Notary Public

STATE OF IOWA, COUNTY OF Madison

This record was acknowledged before me on January 5, 2023, by Justin Hill, as Manager, of Goodhill Company LLC.



Carla J. Vasey
Signature of Notary Public

RECEIPT

The undersigned hereby acknowledges receipt of the above-described legal documents as above designated, agrees to act as Escrow Agent for said transaction and to perform pursuant to instruction as above directed.

Dated at Winterset, Iowa, on January 11, 2023

Law Firm: Flander Rosien, P.C.

By: Jane E. Rosien
Jane E. Rosien, Escrow Agent