



Document 2024 145

Book 2024 Page 145 Type 04 003 Pages 4
Date 1/23/2024 Time 8:00:41AM
Rec Amt \$22.00

INDX
ANNO
SCAN
CHEK

BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

✍️ **Return To:** Jane E. Rosien, P.O. Box 67, Winterset, IA 50273-0067
Taxpayer: Mildred Jo Agan, 2512 Peru Road, Peru, IA 50222
Preparer: Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067,
Phone: 515-462-4912



ESCROW FOR DEED AND ABSTRACT

TO: JANE E. ROSIEN, ESCROW AGENT:

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

Warranty Deed dated November 27, 2023

with said Deed approved as to form by the Buyers, for the following described real property, to-wit:

The North Fractional Half (1/2) of the Northeast Quarter (NE1/4) of Section Five (5), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT that part thereof conveyed for highway purposes, AND EXCEPT Parcel "G" located in the North Fractional Half (1/2) of the Northeast Quarter (NE1/4) of Section Five (5), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 9.09 acres, as shown in Plat of Survey filed in Book 2014, Page 648 on March 21, 2014, in the Office of the Recorder of Madison County, Iowa,

from the undersigned Seller to the undersigned Buyers.

Abstract of Title for real estate above described, continued to date of December 5, 2023 and not approved by the Buyers.

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

Other, specify: _____

All, except the Real Estate Contract is for delivery to said Grantees **when and only when** said Contract between said Seller 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 Seller, 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.

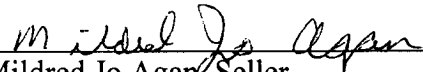
Information in writing to Escrow Agent by either the Seller or their representative that the Real Estate Contract is paid in full shall be complete and sufficient authority to deliver said documents to the Buyers.

The Escrow Agent shall have no responsibility whatever to see that Buyers and Seller 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.

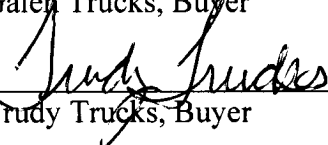
All parties shall share any reasonable expense of the Escrow Agent for services, legal or otherwise, necessarily incurred in carrying out her duties as such.

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 Seller 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 Winterset, on November 28, 2023.


Mildred Jo Agan, Seller


Galen Trucks, Buyer


Trudy Trucks, Buyer

STATE OF IOWA, COUNTY OF MADISON

This record was acknowledged before me on November 27th, 2023 by Mildred Jo Agan.



Carla J. Vasey
Signature of Notary Public

STATE OF IOWA, COUNTY OF Madison

This record was acknowledged before me on November 28, 2023 by Galen Trucks and Trudy Trucks.



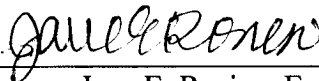
Carla J. Vasey
Signature of Notary Public

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 Winterset, on January 22, 2024.

Law Firm: Flander Rosien, P.C.

By: 
Jane E. Rosien, Escrow Agent