Document 2008 1529

Book 2008 Page 1529 Type 03 001 Pages 3
Date 5/12/2008 Time 11:06 AM
Rec Amt \$17.00 Aud Amt \$5.00 INDX
Rev Transfer Tax \$41.60 ANNO
Rev Stamp# 148 DOV# 144 SCAN
LISA SMITH, COUNTY RECORDER CHEK

LISA SMITH, COUNTY RECORDER MADISON 10WA

## SPECIAL WARRANTY DEED

THE IOWA STATE BAR ASSOCIATION
Official Form No. 105
Recorder's Cover Sheet

#26,100.º

Preparer Information: (name, address and phone number)

Charles P. Augustine, BL000015141, Dunakey & Klatt, P.C., 531 Commercial St., Ste 700, Waterloo, IA 50701, Phone: (319) 232-3304

Taxpayer Information: (name and complete address)
Jeffrey Scott Defenbaugh and Jolee A. Defenbaugh, 1145 260th Ave., New Virginia, IA 50210

Return Document To: (name and complete address)

Jeffrey Scott Defenbaugh and Jolee A. Defenbaugh, 1145 260th Ave., New Virginia, IA 50210

Title Services Grp, 603 Commercial St, Waterloo, IA 5070

Grantors

Wells Fargo Bank National Association as Trustee

Grantees:

Jeffrey Scott Defenbaugh and Jolee A. Defenbaugh

Legal Description: See Page 2

TSC#071733

## SPECIAL WARRANTY DEED

For the consideration of One and no/100----- Dollar(s) and other valuable consideration, Wells Fargo Bank National Association as Trustee do hereby Convey to Jeffrey Scott Defenbaugh and Jolee A. Defenbaugh, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common the following described real estate in Madison County, Iowa:

The South 94 feet of the East 150 feet of Park Lot in Block Four (4) of the Original Town of Truro (formerly called Ego), Madison County, Iowa.

Subject to easements, restrictions, covenants, ordinances and limited access provisions of record.

Grantor does Hereby Covenant with Grantees and successors in interest to Warrant and Defend the real estate against the lawful claims of all persons claiming by, through or under them, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated:	PR 02 20	08	
Dater.			By: Szymenders as Vice President of Barcleys Capital Real Estate Inc., a Delaware Corporation, dbe HomEq Servicing, as attorney in fact for Wells Fargo Bank National Association as Trustee
STATE OF	NC	, COUNTY OF	WAKL, ss:
		<u></u>	me on this 2 day of April , 2008, by sident of Barclays Capital Real Estate Inc., a
Delaware Corp as Trustee.	oration, dba Hon	nEq Servicing, as att	forney in fact for Wells Fargo Bank National Association

SANDRA N. SMITH NOTARY PUBLIC

Wake County, North Carolina My Commission Expires: November 30, 2011

## EXHIBIT A

Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply.

- All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
- 2. All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
- 3. All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
- 4. All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;
- Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and
- 6. Any conditions that would be revealed by a physical inspection and/or survey of the Property.