

THE IOWA STATE BAR ASSOCIATION
Official Form No. 101

Jerrold B. Oliver ISBA # 04132

FOR THE LEGAL EFFECT OF THE USE OF
THIS FORM, CONSULT YOUR LAWYER

REAL ESTATE TRANSFER
TAX PAID 11
STAMP #
\$ 242.40
Michelle Utsler
RECORDER
3-3-00 Madison
DATE COUNTY

REC.S. 20.00
AUD.S. 5.00
R.M.F. 6 1.00

SEARCHED ✓
RECORDED ✓
INDEXED ✓

FILED NO. 03234

BOOK 142 PAGE 322
(PAGE 322)

2000 MAR -3 PM 1:25

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Preparer Information Jerrold B. Oliver, P.O. Box 230, Winterset, Iowa 50273, (515) 462-3731

Individual's Name

Street Address

City

Phone



WARRANTY DEED

SPACE ABOVE THIS LINE
FOR RECORDER

For the consideration of ONE HUNDRED FIFTY-TWO THOUSAND
Dollar(s) and other valuable consideration,
WILLIAM C. MITCHELL FAMILY PARTNERSHIP.

do hereby Convey to
MAX BENSHOOF, L.C., as to an undivided 43% interest, and TED BENSHOOF, L.C., as to an
undivided 57% interest.

the following described real estate in Madison County, Iowa:

SEE DESCRIPTION ATTACHED HERETO AND MARKED EXHIBIT "A".

EXHIBIT A INCLUDES EASEMENT FOR WELLS

*full
T.B.*

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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.

STATE OF _____

Dated: 3/3/00

_____ COUNTY,

ss: WILLIAM C. MITCHELL FAMILY PARTNERSHIP

On this _____ day of _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

By William C. Mitchell
William C. Mitchell, Partner (Grantor)

_____ to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

_____ (Grantor)

_____ (Grantor)

Notary Public

_____ (Grantor)

(This form of acknowledgment for individual grantor(s) only)



STATE OF IOWA, COUNTY OF MADISON, ss:

On this 3 day of March, 2000, before me, the undersigned, a Notary Public in and for the said State, personally appeared William C. Mitchell, to me personally known, who being by me duly sworn, did say that the person is one of the partners of William C. Mitchell Family Partnership

a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners; and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Larry D. Watts
11-1-2000, Notary Public in and for said State.

(Section 558.39, Code of Iowa)

Acknowledgment: For use in the case of partnerships

EXHIBIT "A"
MITCHELL-BENSHOOF WARRANTY DEED

Description of property conveyed by Grantor to Grantees:

The East 106 2/3 Acres of the Southwest Quarter (1/4) of Section Twenty-six (26), in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, Except Parcel "A", located in the South Half (1/2) of the Southwest Quarter (1/4) of Section Twenty-six (26), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the South Quarter corner of Section Twenty-six (26), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, thence North 89°41'46" West, 986.09 feet along the South line of the Southwest Quarter (1/4) of said Section Twenty-six (26) to the Point of Beginning; thence North 89°41'46" West, 424.97 feet along the South line of the Southwest Quarter (1/4) of said Section Twenty-six (26); thence North 0°13'50" East, 696.86 feet, thence North 89°41'46" West, 83.92 feet; thence North 0°13'50" East 270.99 feet; thence South 89°41'46" East, 410.93 feet; thence South 0°13'50" West, 111.70 feet; thence South 89°41'46" East, 514.33 feet; thence South 0°13'50" West, 227.24 feet; thence North 89°41'46" West, 416.37 feet; thence South 0°13'50" West, 628.91 feet to the Point of Beginning. Said Parcel contains 11.885 acres, including 0.322 acres of County Road right-of-way

Grantor, William C. Mitchell Family Partnership, hereby reserves an easement to the two existing wells and the waterlines to said wells over, under, and across the above described real estate, together with the right of ingress and egress for the purpose of repairing and maintaining said wells, waterlines and any necessary equipment.

No act will be permitted within the easement area which is inconsistent with the rights hereby reserved; and no buildings or structures will be erected upon said easement area, and that the present grade or ground level thereof will not be changed by excavation or filling. This easement shall run with the land and bind and inure to the benefit of the heirs, successors and assigns of the parties. Grantor shall be solely responsible for the maintenance of the wells and waterlines, and Grantees shall have no responsibility therefor.

Grantor, their successors and assigns, shall have the exclusive right to use water from said wells. Grantees, their successors and assigns, shall have no right to use water from said wells.

Any fences between the above described real estate which is being conveyed by this deed to Grantees and Grantor's adjacent real estate shall be erected, maintained and repaired solely by Grantees so long as Grantor is the owner of such adjacent real estate.

Grantor shall pay crop damages to Grantees in the event the repair and maintenance of said wells and waterlines and the replacement of any necessary equipment causes crop damages to Grantees.

This Agreement shall be binding upon the parties, their heirs, successors and assigns.

3/3/00

William (Walter)

3/30/00

Tommy