



FILED NO. **006799**  
BOOK 143 PAGE 200  
2000 NOV -1 PM 2:19  
MICKI UTSLER  
RECORDER  
MADISON COUNTY IOWA  
(315) 462-4912

REC \$ 5.00 COMPUTER   
AUD \$ 5.00 RECORDED   
R.M.F. \$ 1.00 COMPARED

Preparer Information: JOHN E. CASPER, 223 EAST COURT AVENUE, WINTERSET, IOWA  
Individual's Name Street Address City Phone

Address Tax Statement: James R. Penny, 1075 Woodland P. O. Box 66, Cumming, IA 50061

SPACE ABOVE THIS LINE FOR RECORDER



### WARRANTY DEED

For the consideration of Twenty-eight Thousand (\$28,000.00) Dollar(s) and other valuable consideration, FRANK A. SCHOENAUER, Single

do hereby Convey to JAMES R. PENNY

the following described real estate in MADISON County, Iowa:

Commencing at the Southeast corner of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-nine (29), running thence West 24 rods, thence North 21 rods and 3 links, thence East 5 rods and 11 links, thence North 6 rods, thence West 2 rods and 15 links, thence North, 10° West 12 rods and 24 links to a point where a branch running through said tract crosses the North line of the Southeast Quarter (1/4) of said Northeast Quarter (1/4) of the Northeast Quarter (1/4), thence East 23 rods and 11 links, thence South 40 rods to the place of beginning, in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa

The Seller reserves for themselves, their successors and assigns a perpetual right and easement of access from Seller's adjoining property to the water well and the well head area on the above described premises. This reserved right further includes the perpetual nonexclusive right to withdraw, transport and use the water from this well system and the perpetual nonexclusive right to use, repair and replace the existing equipment for the withdrawal, use and transport of this water. The Seller, their successor and assign shall have the responsibility at their cost for the maintenance and replacement of the existing well system including the water and electrical systems appurtenant thereto. Neither party warrants to the other the quality or quantity of the water from this well system. These reserved rights shall be a covenant running with the above described premises binding upon the Grantor and the Grantee, their successors and assigns.

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 IOWA, MADISON COUNTY, On this 27 day of October, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank A. Schoenauer

Dated: 10-27-00  
ss: Frank A. Schoenauer (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.

[Signature]  
Notary Public

(Grantor)  
(Grantor)  
(Grantor)  
(Grantor)

(This form of acknowledgment for individual grantor(s) only) 11-1-2000