

REAL ESTATE TRANSFER
TAX PAID 19
STAMP #
\$ 336.80
MICHELE UTSLER
RECORDER
3-10-04 Madison
DATE COUNTY

REC \$ 15.00
AUD \$ 10.00
H.M.F. \$ 5.00

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FILED NO. **1041**
BOOK 2004 PAGE 1041
2004 MAR 10 AM 10:25
(10:25 AM)
MICHELE UTSLER
RECORDER
MADISON COUNTY, IOWA

Preparer Information Jerrold B. Oliver, 101 1/2 W. Jefferson, Winterset, (515) 462-3731
Individual's Name Street Address City Phone



Address Tax Statement: Arthur G. Jaros, Jr., 1200 Harger Road, Suite 830,
Oak Brook, ILL 60523

SPACE ABOVE THIS LINE
FOR RECORDER

\$ 211,000.00

WARRANTY DEED

For the consideration of \$211,000.00
Dollar(s) and other valuable consideration,
JAY WILDIN and MARY WILDIN, Husband and Wife

do hereby Convey to
ARTHUR G. JAROS, JR., TRUSTEE OF THE JOHN BURGUS TRUST

the following described real estate in Madison County, Iowa:

See legal description on attached Exhibit A.

See additional provisions on attached Exhibit 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 IOWA

Dated: March 9, 2004

MADISON COUNTY, ss:

On this 9 day of March 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Jay Wildin and Mary Wildin, Husband and Wife

Jay Wildin (Grantor)

Mary Wildin (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.

Jerrold B. Oliver
Notary Public

(Grantor)
(Grantor)

(This form of acknowledgment for individual grantors only)
JERROLD B. OLIVER
Commission Number 201442
My Commission Expires August 26, 2006

The Northeast Quarter (1/4) of the Northeast Quarter (1/4); the North Three-fourths (3/4) of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) EXCEPT Parcel "C" located in the Southeast Quarter (1/4) of the Northeast Quarter (1/4), containing 5.000 acres, as shown in Plat of Survey filed in Book 2004, Page 734 on February 18, 2004, in the office of the Recorder of Madison County, Iowa, all in Section Fourteen (14); AND The North Three-fourths (3/4) of the Southwest Quarter (1/4) of the Northwest Quarter (1/4) of Section Thirteen (13); ALL in Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.



Exhibit A

ADDITIONAL PROVISIONS TO WARRANTY DEED FROM
JAY WILDIN AND MARY WILDIN, HUSBAND AND WIFE, SELLERS, TO
ARTHUR G. JAROS, JR., TRUSTEE OF THE JOHN BURGUS TRUST, BUYER

1. SELLERS WARRANTY AND REPRESENTATION WITH REGARD TO ENVIRONMENTAL MATTERS. Notwithstanding any term or condition of the Purchase Agreement, Sellers warrant and represent to Buyer they have disclosed all Material Defects of which the Sellers have actual knowledge regarding the subject real estate and in particular, warrant and represent that to the best of the Sellers' knowledge, Sellers have not caused or experienced, and there does not exist on the real estate, any past or present events, conditions, substances, or circumstances that are not in compliance with all state and federal environmental laws and regulations; arise from inventory of or waste from hazardous materials; or arise from any off-site disposal, release or threatened release of hazardous materials.

2. This Sellers' Warranty and Representation is not conditioned upon my requirement of a reasonable inspection by Buyer.

3. This Sellers' Warranty and Representation shall survive the closing of this Purchase Agreement and shall be included in the Warranties and Representations of the Warranty Deed.

4. RIGHT OF FIRST REFUSAL. In the event Sellers, their heirs or assigns (Sellers) should desire to sell the following described real estate:

Parcel "C" in the SE¼ of the NE¼ of Section 14, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, as shown in the Plat of Survey dated February 13, 2004, and filed February 18, 2004, in Book 2004, Page 734 of the Recorders' office of Madison County, Iowa.

Buyer shall have the right of first refusal to purchase said real estate. If Sellers desire to sell said real estate, they shall give Buyer notice in writing stating the price for which and the terms on which they are willing to sell said real estate. Buyer shall have ten (10) days in which to accept said offer by Sellers. If Buyer does not accept Sellers' offer to purchase said real estate for the price and terms offered to them, Sellers may sell said real estate to any other person at a price equal to or greater than and on terms no more favorable than those stated in Sellers' offer.