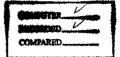
THE IOWA STATE BAR ASSOCIATION Official Form No. 143	G. Stephen Walters ISBA # 058
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Book 2005 Page 330 Type 03 10 Pages 8 Date 1/27/2005 Time 3:29 PM Rec Amt \$42.00 Aud Amt \$10.00

DOV# 34

MICHELLE "MICKI" UTSLER, COUNTY RECORDER MADISON TOWA



Preparer G. Stephen Walters, 101 1/2 W. Jefferson, Winterset, (515) 462-3731

Individual's Name

Street Address

City

Phone

SPACE ABOVE THIS LINE FOR RECORDER

Address Tax Statement: Randy A. Berry 1983 305th Street Winterset, Iowa 50273

REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Charles C. Berry and Helen E. Berry, Husband and Wife		
("Seilers"); and Randy A. Berry and JoAnn K. Berry, as Joint Tenants with Full Ri		nants in Common
("Buyers").		
Sellers agree to sell and Buyers agree to buy real estate in	Madison	County,
The West Half (W½) of the Northeast Quarter (NE¾) and the East Section Fifteen (15) and the East Half (E½) of the Southwest Quar Seventy-four (74) North, Range Twenty-eight (28) West of the 5th attached and incorporated plat marked Exhibit "A", and except the incorporated Exhibit "B", and except the real property described on except the real property described on the attached and i with any easements and appurtenant servient estates, but subject to the covenants of record; c any easements of record for public utilities, roads easements; interest of others.)	ter (SW¼) of Section Sixteen (16), a P.M. except the real property described on the attach in the attached and incorporated Exhibit "D". ne following: a. any zoning and other	all in Township ribed in the hed and ibit "C", and ordinances; b. any
(the "Real Estate"), upon the following terms:		
1. PRICE: The total purchase price for the Real Estate is <u>Two Hundre</u> Dollars (\$ 262,800.00) of which <u>No and 0/100</u>	ed Sixty-Two Thousand Eight Hund	
Dollars (\$ 0.00) has been paid. Buyers shall pay the ba	alance to Sellers at	
or as directed by Sellers, as follows: \$17,095.52 on or before December 1, 2005, and \$17,095.52 on or before December 1, 2005, and \$17,095.52 on or be unpaid balance of principal and interest have been paid. All payme principal. Upon the death of the longest to live of Charles C. Berry principal and interest under this Real Estate Contract shall be paid the last of these two parties to die.	ents shall be applied first to interest and Helen E. Berry, the full unpaid	and then to

2. INTEREST.	Buyers sh	nall pay interest from	····	January 1, 2005,		on the unpaid balance, at
the rate of	_5	_ percent per annum,	, payable <u>as set</u>	forth above		
Buyers shall also p	oay interest	at the rate of	5	percent per annum on	all delinquent a	mounts and any sum reason-
		rotect their interest in : S. Sellers shall pay	this contract, cor	nputed from the date o	f the delinquency	or advance.
Sellers shall pa	y one-hali	of the real property	y taxes payable	during the twelve n	nonth fiscal ye	ar commencing July 1,
2005,				<u> </u>		<u> </u>
AND THE PARTY OF T						
and any united in	al estate ta	xes payable in prior ye	ears. Buyers sh	ali pay all subsequent	real estate taxes	. Any proration of real estate
4 SPECIAL A	ASSESSME (XXXXXX On CLOSI	ENTS. Sellers shall pa XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ay all special ass XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXX . All other on of the Real Estate o	lien on the Rear special assessn n	I Estate as of the date of this nents shall be paid by Buyers. January 1,
_2005, provided	d Buyers a	e not in default under	this contract. Cic	sing shall be on	I the data of nor	ssession. Buyers shall accept
insurance proceed purchase price, B for a sum not les	ds instead uyers shall s than 80 rotected in	of Sellers replacing of keep the improvement percent of full insurable	or repairing dam: nts on the Real l ble value payabl	aged improvements. A Estate insured against e to the Sellers and B	after possession loss by fire, torr Buyers as their i	and until full payment of the nado, and extended coverage nterests may appear. Sellers provide Sellers with evidence
7. ABSTRAC	T AND TI	TLE. Sellers, at their	r expense, shall	promptly obtain an at	ostract of title to	the Real Estate continued
through the date of	this contra	oct		and deliv	ver it to Buyers f	or examination. It shall show
merchantable title The abstract shall	in Sellers become the	in or conformity with the property of the Buy	this contract, low yers when the p of the nurchase	va law and the little St	iandards of the in full, however, the costs of an	Buyers reserve the right to additional abstracting and
fixtures, shades,	rods, blin	ds, awnings, window	ws, storm door	s, screens, plantoling	itome and elec	d or detached, such as light heaters, water softeners, ctrical service cable, outside ate and included in the sale
except (consider:	rental item:	s.)				
4 4		de is seed and recen	mania rangir and	property; shall keep the shall not injure, destro al Estate without the w	DV OF FERNOVE HIS	other improvements now or e property during the term of the Sellers.
10 DEED. Ur	on paymer	at of purchase price, S	Sellers shall conve	ey the Real Estate to B	uyers or their ass	signees, by
warranty Deed	or a Cour ral warrant	ies of title shall exter	deed free and r	clear of all liens, restric	tions, and encun	nbrances except as provided anties as to acts of Sellers
or (b) fail to pay the any taxing body be repair as herein recother legal and equal (Chapter 656 money paid, or incompensation for forfeiture, if the Be parties in possess after the expiration	s OF THE ne taxes or efore any o quired; or quitable ren Code of lo mproveme the use of uyers, or a ion shall at of lease,	PARTIES. a. If Buyer special assessments of such items become to fail to perform any nedies which they may bwa). Upon completions made; but such property, and/or once peacefully remorand may accordingly because the said property.	of charges, of all delinquent; or (c of the agreement) where at their or on of such forfeit payments and/or as liquidated dersons shall be love therefrom, or one ousted and rer) fail to keep the prope is as herein made or reption, may proceed to iture Buyers shall have reprovements if any amages for breach of n possession of said realing to do so may moved as such as prov	rty insured; or (o equired, then Sel forfeit and cance no right of reclify shall be retail this contract; a eal estate or an be treated as ter ided by law.	nereof, as same become due; ty, or assessed against it, by l) fail to keep it in reasonable lers, in addition to any and all I this contract as provided by amation or compensation for ned and kept by Sellers as and upon completion of such y part thereof, such party or nants holding over, unlawfully
payable after such and the court may and to rent or cult liable to account to receivership and for	n notice, if appoint a tivate the s to Buyers oreclosure	any, as may be requir receiver to take immed ame as the receiver ronly for the net profits and upon the contract	red by Chapter of diate possession may deem best t s, after application debligation.	of the property and of for the interest of all pon on of rents, issues and	the revenues an arties concerned i profits from the	balance immediately due and may be foreclosed in equity d income accruing therefrom i, and such receiver shall be e costs and expenses of the
sale of the prope the statutes of the deficiency judgment	rty by sher e State of ent against the Iowa (be exclusi	iff's sale in such forectiows shall be reduced Buyers which may a	to six (6) month	hs provided the Sellers foreclosure proceeding	s, in such action is; all to be con it three (3) more	reclosure of this contract and on from said sale provided by file an election to waive any sistent with the provisions of oths after sale such right of 16 of the Iowa Code shall be

第三届李司公司

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the lowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the lowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the lowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such payments and for improvements in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.
e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

- 12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.
- 13. **JOINDER BY SELLER'S SPOUSE**. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the lowa Code and agrees to execute the deed for this purpose.
 - 14. TIME IS OF THE ESSENCE. Time is of the essence in this contract.
- 15. PERSONAL PROPERTY. If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.
- 16. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
- 17. RELEASE OF RIGHTS. Each of the Buyers hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.
 - 18. ADDITIONAL PROVISIONS.

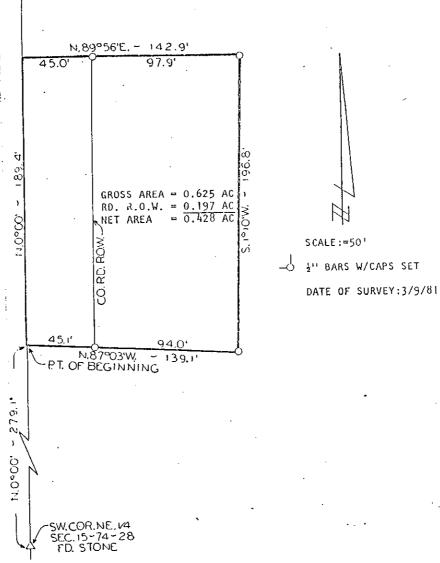
See the attached and incorporated Exhibit "E"

SE ADEDITADO AND EVERROT EDAM HIDICIAL S	S IN MANY CASES PROTECTED FROM THE CLAIMS SALE; AND THAT BY SIGNING THIS CONTRACT, I	
COLUNTARILY GIVE UP MY RIGHT TO THIS PROTE CLAIMS BASED UPON THIS CONTRACT. Dated: 1-26	TECTION FOR THIS PROPERTY WITH RESPECT TO	
Dated: 1-26	Randy A. Berry	
•	John K. Berry	
Chacks C. Berry Charles C. Berry Thelen Bury SELLERS	Randy A. Berry BUYERS	
STATE OF, COUNTY OF		
This instrument was acknowledged before me on	Berry, Randy A. Berry and JoAnn K. Berry	
G. STEPHEN WALTERS Commission Number 144891 My Commission Expires October 1, 2005	Bittiphen Walters, Notary Public	



PLAT OF A SURVEY MADE FOR THELMA BERRY
IN THE SOUTHWEST QUARTER (SW.) OF THE NORTHEAST QUARTER (NE.)
OF SECTION 15, TOWNSHIP 74 NORTH, RANGE 28 WEST OF THE 5TH P.M.,
MADISON COUNTY, IOWA

Survey filed in Farm Plat Record 1, page 158 March 20, 1981 at 9:49 A.M.



DESCRIPTION:
A parcel of land described as commencing at the southwest corner of the northeast quarter (NE.1) of Section 15, Township 74 North, Range 28 West of the 5th P.M., madison County, lowa thence N.0°00' 279.1 feet to point of beginning; thence N.0°00' 189.4 feet; thence N.89°56'E. 142.9 feet; thence S.1°10'W. 196.8 feet; thence N.87°03'W. 139.1 feet to point of beginning containing 0.625 acres including 0.197 acres county road right of way.

NOTE: The west line of the NE.1 of Section 15, Township 74 North, Range 28 West of the 5th P.M., Madison County, lowa is assumed to bear due north and south.

HEREBY CERTIFY THAT THIS PLAN. SPECIFICA-TION PLAY MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPEPVI SION AND THAT I AM A DUTY SECISTERED PROFESSIONAL ENGINEER AND LARIE SURVEYOR UNDER THE LAWS OF THE STATE OF INWA SIGNED.

Jn. Northalth 3/17/81 JN Hochsteller P.E. & L.S. Towa Reg. No. 6808 VANCE & HOCHSTETLER, P.C. CONSULTING ENGINEERS

WINTERSET

IOW A

		FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER	•
	Official Farm No. 101 Winterset, lows		
	COMPUTER L	FILED NO. 3413	
0.04	RECORDED L	BOOK 134 PAGE 340	
	COMPARED	BOIN 124 FAGE 360	
	REC \$ 5 CT	96 JUN -6 AM 8: 50	
	AUD XII AND	MICHELLE DYSLER	
	RMF. \$	RECORDER - MADISON COUNTY, 1076	
	Preparer Jerrold B. Oliver P.O. Box 230 Winter		
	Information GET 1	Phone Phone THE LINE	
	\$1A2 _A	SPACE ABOVE THIS LINE FOR RECORDER	
	WARRANTY DEED		
	For the consideration of ONE AND NO/100Dollar(s) and other valuable consideration,	(\$1.00)	-
	CHARLES C. BERRY and HELEN E. BERRY, Husband and Wi	fe,	
	do hereby Convey to RANDY A. BERRY and JOANN K. BERRY, as Joint Tenants rights of survivorship, and not as Tenants in Commo	with full	
	the following described real estate in Madison County,		
	and the Court	root Ouarter	6.5087
	The East 75 feet of the South 330 feet of the South (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Township Seventy-four (74) North, Range Twenty-e of the 5th P.M., Madison County, Iowa.		
	of the 5th P.M., Medicon Council,		166.1950
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Mainted to water	。	A STATE OF THE PARTY OF THE PAR	na company and the
A STATE OF THE STATE OF THE STATE OF			and the market
	The consideration for this deed is less than \$500.00 declaration of value or groundwater hazard statement	; is required.	
		3	
	Grantors do Hereby Covenant with grantees, and successors in interest,	that grantors hold the real	
	that the real estate is Free and Clear of all Liens and Encumbrances except as grantors Covenant to Warrant and Defend the real estate against the lawful cla		
	grantors Covenant to Warrant and Detend the real estate against the lawful did may be above stated. Each of the undersigned hereby relinquishes all rights	of dower, homestead and	
	Words and phrases herein, including acknowledgment hereof, shall be con plural number, and as masculine or feminine gender, according to the context.	30,000 00 00 00 000	ļ
	plural number, and as massesses	1 1596	
	STATE OF, Dated:, SS:		
	MADISONCOUNTY,		
	On this 2 day of May (MacLe Bear	Fy (Grantor)	
	Bublic is and for said State, personally appeared	1	Aleman
1 & 1 & 1 & 1 & 1 & 1 & 1 & 1 & 1 & 1 &	Charles C. Berry and	The state of the state of	
i i i i i i i i i i i i i i i i i i i	Helen E. Berry Helen E. Berry	(Grantor)	100 x
	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)	
	June B. Olive		
	Notary Public	(Grantor)	
	(This form of acknowledgment for individual grantor(s) only) JERROLD 5, OLIVER MY COMMISSION EXPIRES		·
	Apprel 53, 1987		
, re	© The lowe State Ber Association Exhibit B	101 WARRANTY DEED Revised November, 1995	
	CALFS Release 3.0 6/94		-

Madison Co Realty 515 462 3 01	
	2 THIS FORM. 3509
STATE BAR ASSOCIATION Jerrold B. Oliver ISBA # 0413	SII ED NO.
THE IOWA STATE BAR ASSOCIATION Jerrold B. Oliver ISBA # OF	BOOK 138 PAGE 712
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8.M.F. S.L. C.D.	15/11 off
COMPUTER	MICHELLE U.S.
IECONDED	MADISON COUNTITION
XIMPARED_V	ZOUNTY Phone
Preparer Information Jerroid B. Oliver, P.O. Box 230, Winterset, (513) 462	23731 City SPACE ABOVE THIS LINE FOR RECORDER
Preparer Jerroid B. Oliver, F.O. Same	TENANCY
Preparer Information Jerroid B. Unit Individual's Name Individual's Name WARRANTY DEED	- JOINT TENANO!
WARNA	
	TEN THOUSAND
For the consideration of consideration,	THE
For the consideration of	d Wile,
CHARLES C. HERRY and VI	
do hereby Convey to RANDY BERRY and JOANN K. BERRY,	nd not as Tenants in Common, the following described County, lowa: Township 74 North, Range 28 West of the Fifth
RANDY BERKT AMARIAN	nd not as Tenants in Common, the lower
to with Full Rights of Survivorship, a	nd not as Tenanis in County, Iowa: Township 74 North, Range 28 West of the Fifth Township 76 North, Range 28 West of the Fifth Township 76 North, Range 28 West of the Fifth
as Joint Tenants with Madison Coarrion 15.	Township 74 North, Range 20
Northeast Quarter of Scott	ibed as follows.
That part of the Northeast Quarter of Section Principal Meridian, Madison County, Iowa, description of Marining at the southwest corner of the North Southwest corner of the North Southwest corner of the North Southwest Commencing at the Southwest Corner of the North Southwest Corner of the North Southwest Country of	theast Quarter of said Section 15, thence on an state along the south line of said Northeast Quarter a thence North 03 degrees 49'33" East 1303.75 feet; thence South 00 degrees 36 minutes 26 seconds East at; thence South 00 degrees 36'26" East
Principal I	theast Court line of said Northeast 1303.75 feet;
Commencing at the south 90 degrees 00'00" East	theast Quarter of said Northcash 1303.75 feet; at along the south line of said Northcash 1303.75 feet; thence North 03 degrees 49'33" East 1303.75 feet; thence South 00 degrees 36 minutes 26 seconds East at; thence South 00 degrees 36'26" East est 75.00 feet; thence South 00 degrees 36'26" East est 75.00 feet; thence South 00 degrees Souther of said Section 15, thence North 90 degrees was the souther of said Section 15, thence North 90 degrees was the souther of said Section 15, thence North 90 degrees was the souther of said Section 15, thence North 90 degrees was the souther of said Section 15, thence North 90 degrees was the souther of said Section 15, thence North 90 degrees was the souther of said Section 15, thence North 90 degrees was the said Section 15, thence North 90 degrees was the said Section 15, thence North 90 degrees was the said Section 15, thence North 90 degrees was the said Section 15, thence North 90 degrees was the said Section 15, thence North 90 degrees was the said Section 15, thence North 90 degrees was the said Section 15, thence North 90 degrees was the said Section 15, thence North 90 degrees was the said Section 15, thence North 90 degrees was the said Section 15, thence North 90 degrees was the said Section 15, thence North 90 degrees was the said Section 15, thence North 90 degrees was the said Section 15, the said Section 15 degrees was the said Section 15, the said Section 15 degrees was the said Section 15 degr
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may be above stated. Labove real estate. may be above stated to the real estate. distributive share in and to the real estate. words and phrases herein, including active words and phrases herein, including active words and as masculine or feminine or plural number, and as masculine or feminine or plural number.	chowledgment nercontext. Jender, according to the context. Dated:
STATE OF On this Jay of Loundersigned, Defore me, the undersigned, State, personally Public in and for said State, personally Charles C. Berry and Helen E. Berry	SS: UNTY, Charles C. Berry (Grantor a Notary Charles C. Berry
MADISON Trans	Charles C. Berry
On this day of undersigned,	a Notary appeared Thelen E. Berry (Granto
19 and for said State, personally	Thelew E. Berry (Granto
Public in and for said State, Public in and for said Helen E. Berry Charles C. Berry and Helen E. Berry	Helen E. Berry
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to me known to be the identical persons to me known to be the foregoing instr and who executed the foregoing instr and who executed the sa	ument and (Granti
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(This form of acknowledgment for individual granto	(S) only) JERROLD B. OLIVER 6.7 COMMISSION EXPIRES A rqual 26, 2004
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Page 1 Provided Name Stored Address Coy From the consideration of CHARLES C. BERRY and HELEN E. BERRY, husband and wife ONE AND NO/100 DOLLARS Auditor's Parcel "A" in part of the Northeast Quarter (NE1/4) of the Southweat Quarter (SW1/4) of Section 16, Township 74 North, Range 28 West of the 5th P.M. and more particularly described by survey as follows: Deginning at the Northeast corner of axid NE1/4 of SW1/4; thence South 00°11'30" East, along the East line of st NE1/4 of the SW1/4, 1319.09 feet; thence North Na*0*959" West, along an existing Fence, 29.75 feet; thence North N000*237" East, along an existing fence, 1,244.66 feet; thence South 90°00'00' West, 233 47 feet; thence North 00°11'30" West, 43.00 feet; thence North N2*0*59" West, along an existing fence, 1,244.66 feet; thence South 90°00'00' West, 233 47 feet; thence North 00°11'30" West, 43.00 feet; thence North 00°11'30" Wast, 43.00 feet; thence N		AUD 5 -52	
Auditor's Parcel "A" in part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 16, Towarding 74 North, Range 28 West of the 5th P.M. and more particularly described real estate in Madism County, lows. Auditor's Parcel "A" in part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 16, Towarding 74 North, Range 28 West of the 5th P.M. and more particularly described was follows: 10, 130 or 11, 13	/		DECOMMEND R
For the consideration of ONE AND NO/100 DOLLARS Dollar(s) and other valuable consideration. CHARLES C. BERRY and HELEN E. BERRY, husband and wife do hereby Quit Claim to STEPHEN C. BERRY and HELEN E. BERRY, husband and wife all our right, fittle, interest, estate, claim and demand in the following described real estate in Madism County, lowa: Auditor's Parcel "A" in part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 74 North, Range 28 West of the 5th P.M. and more particularly described by survey as follows: Beginning at the Northeast corner of said NE1/4 of SW1/4; thence South 60°1130" East, along the East line of st N00°213" East, along an existing fence, 1,244.66 feet; thence South 90°0000" Set, 233.47 feet; thence North 84°8559" West, along an existing fence, 287.75 feet; thence North 90°213" East, along an existing fence, 1,244.66 feet; thence South 90°0000" Set, 233.47 feet; thence North 90°400" East, 500.00 feet to the point of beginning, this parcel contain 8,508 acres including 0,230 acres of Road Right of Way. Deed to seempt. Between parent and child without actual consider. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular number, and as masculine or feminine gender, according to the context. Dated: J. 33.99 STATE OF 10WA COUNTY. On this 33.42 day of 2.43.45 (State, personally appeared Charles C. Berry G. G. MADISON COUNTY). 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. Notary Public Notary Public Notary Public	Preparer A. Zane Blessum, 113 N. John Wayne Drive, Winters	tet, IA 30273, (313) 402-1000	Phone
For the consideration of ONE AND NO/100 DOLLARS Dollar(s) and other valuable consideration, CHARLES C. BERRY and HELEN E. BERRY, husband and wife do hereby Quir Claim to STEPHEN C. BERRY and HELEN E. BERRY, husband and wife all our right, title, interest, estate, claim and demand in the following described real estate in Madism County, towa: Auditor's Parcel "A" in part of the Northeast Quarter (NE1/A) of the Southwest Quarter (SW1/A) of Section 16, Township 74 North, Range 28 West of the 5th P.M. and more particularly described by survey as follows: Beginning at the Northeast corner of said NE1/4 of SW1/A; thence South 00°1130° East, along the East line of sto NE1/4 of the SW1/A; 1,319.09 feet; thence North 87°05'90° West, along an existing Fonce, 28.77 5 feet; thence North 20°01'130° West, 45.00 feet; thence North 90°00'00° East, 500.00 feet to the point of beginning, this parcel contain 00°11'30° West, 45.00 feet; thence North 90°00'00° East, 500.00 feet to the point of beginning, this parcel contain 8.508 acres including 0.230 acres of Road Right of Way. Deed 1: S exempt. Between parent and child without actual consider: Words and phrases herein, including acknowledgment hereof, shall be construed as in the singuplural number, and as masculine or feminine gender, according to the context. Charles C. Berry B. State of the Mainton C. County. On this 23.24 day of 2 August 1. State of the S	Individual's Name Sueer Add	SPACE AB	OVE THIS LIF ECORDER
CHARLES C. BERRY and HELEN E. BERRY, husband and wife do hereby Quit Claim to STEPHEN C. BERRY and HELEN E. BERRY, husband and wife all our right, title, interest, estate, claim and demand in the following described real estate in County, lowa: Auditor's Parcel "A" in part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 74 North, Range 28 West of the 5th P.M. and more particularly described by survey as follows: Beginning at the Northeast corner of said NE1/4 of SW1/4; thence South 00°11'30° East, along the East line of so NE1/4 of the SW1/4, 1319.09 feet; thence North 84°05'50° West, along an existing Fence, 287.75 feet; thence NORTH 237° East, along an existing fence, 1,244.66 feet; thence South 00°01'30° East, along the East line of so NORTH 237° East, along an existing fence, 1,244.66 feet; thence South 00°01'30° West, 233.47 feet; thence North NORTH 237° East, along an existing fence, 1,244.66 feet; thence South 00°01'30° West, 233.47 feet; thence North NORTH 237° East, along an existing fence, 1,244.66 feet; thence South 00°01'30° West, 233.47 feet; thence North NORTH 237° East, along an existing fence, 1,244.66 feet; thence South 00°010'00° West, 233.47 feet; thence North NORTH 237° East, along an existing fence, 1,244.66 feet; thence South 00°010'00° West, 233.47 feet; thence North North 130° West, 43.00° East, along an existing fence, 287.75 feet; thence North North 130° West, 43.00° East, along an existing fence, 287.75 feet; thence North North 130° West, 43.00° East, along an existing fence, 287.75 feet; thence North North 130° West, 43.00° East, along an existing fence, 287.75 feet; thence North North 130° West, 43.00° East, along an existing fence, 287.75 feet; thence North North 130° West, 43.00° East, along an existing fence, 287.75 feet; thence North North 130° West, 43.00° East, along an existing fence, 287.75 feet; thence North North 130° West, 43.00° East, along an existing fence, 287.75 feet; thence North Each of the undersigned	QUIT CLA	IM DEED	
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Dollarfs) and other valuable consideration. CHARLES C. BERRY and HELEN E. BERRY, husband and wife do hereby Quit Claim to STEPHIN C. BERRY and CLERY I. LBERRY, husband and wife all our right, title, interest, estate, claim and demand in the following described real estate in Madison County, lowa: Auditor's Parcel "A" in part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 74 North, Range 28 West of the 5th P.M. and more particularly described by survey as follows: Beginning at the Northeast corner of said NE1/4 of SW1/4; thence South 00°11'30" East, along the East line of so Nord 2137* East, along an existing fence, 12/44.66 feet thence South 90°1000" West, 23.77 feet; thence North 90°10'00" East, 500.00 feet to the point of beginning, this parcel contain 8.508 acres including 0.230 acres of Road Right of Way. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive sh and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular plural number, and as masculine or feminine gender, according to the context. Dated: 4 - 23 - 99 STATE OF ON	Lor the consideration of	NE AND NO/100 DOLLARS	
do hereby Quit Claim to STEPHEN C. BERRY and CHERYL. L. BERRY, busband and wife all our right, title, interest, estate, claim and demand in the following described real estate in Madism County, Iowa: Auditor's Parcel "A" in part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 74 North, Range 28 West of the 5th P.M. and more particularly described by survey as follows: Beginning at the Northeast corner of said NE1/4 of SW1/4, Ishence South 00°11730" East, along the East line of set NE1/4 of the SW1/4, I. 1319.09 feet; thence North 84°05'59" West, along an existing Fence, 287.75 feet; thence North 84°05'59" West, along an existing Fence, 287.75 feet; thence North 00°1130" West, 45.00 feet; thence North 90°0000" East, 50.00.00 feet to the point of beginning, this parcel contain 0.0°1130" West, 45.00 feet; thence North 90°0000" East, 50.00.00 feet to the point of beginning, this parcel contain 8.508 acres including 0.230 acres of Road Right of Way. Deed: Sexempt, Between parent and child without actual consider. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular number, and as masculine of feminine gender, according to the context. Dated: 4 - 23 - 94 STATE OF MADISON COUNTY. On this 23.14 day of 1.000 County. 19 9.9 before me, the undersigned, a Notary Public in and for said State, personally appeared Charles C. Berry and Itelen E. Berry 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. Notary Public Notary Public Notary Public Notary Public Notary Public	Deller(s) and other valuable consideration.	d wife	
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Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive sh and to the real estate. West and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular number, and as masculine or feminine gender, according to the context. Dated: ### J.3 - 99 STATE OF IOWA On this 23.1 days of Land. On this 23.1 days of Land. On the real estate to the undersigned, a Notary Public in and for said State, personally appeared Charles C. Berry and Hchen E. Berry Iome known to be the identical persons named in and who executed the foregoing instrument and acknowledgment for individual grantor(s) only) Notary Public			
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Dated: 4-23-99 STATE OF 10WA SS: MADISON COUNTY, On this 23.1d day of 2000 And Charles C. Berry 19 99			
Dated: 4-23-99 STATE OF 10WA 5S: MADISON COUNTY, On this 23.1d day of 20.1d Included in and for said State, personally appeared Charles C. Berry and Helen E. Berry (G. County) 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. Notary Public (G. Cherry C. Berry (G. County)) Notary Public (G. Cherry C. Berry (G. Charles C. Berry (G. County)) 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.	Fach of the undersigned hereby relinquishes	all rights of dower, homestead and dis	tributive sha
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- 19. SALE RIGHTS. The Buyers, with the express written approval of the Sellers, shall have the right to sell any part of, or all of the real property covered by this Real Estate Contract. Upon such sale, the net proceeds of the sale shall be applied to the unpaid balance of interest and principal under this Real Estate Contract, unless the Sellers specifically agree otherwise, in writing.
- 20. ALTERATIONS IN PROPERTY. The Buyers shall have the right to alter, tear down, remove, or make other changes in the home or any other improvements located on the real property covered by this Real Estate Contract, providing that they have the express written approval of the Sellers to perform such actions, if such actions may reasonably be expected to result in a decrease in the overall value of the real property covered by this Real Estate Contract.