

REAL ESTATE TRANSFER
TAX PAID 23
STAMP #
\$ 31.20
MICHAEL UTSLER
RECORDER
12-14-01 Madison
DATE COUNTY

REC \$ 15.00
AUD \$ 35.00
R.M.F. \$ 18.00

COMPUTER
RECORDED
COMPARED _____

FILED NO. 005628
BOOK 2001 PAGE 5628
(PAGE 5628)
2001 DEC 14 PM 1:32
1:32pm
MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

Preparer Information: G. Stephen Walters, P.O. Box 230, Winterset, Iowa 50273, (515) 462-3731



Address Tax Statement: Doyle E. Nicholas
1809 Quarry Trail, Winterset, IA 50273
1519

SPACE ABOVE THIS LINE
FOR RECORDER

WARRANTY DEED

For the consideration of 20,000.00
Dollar(s) and other valuable consideration,
Michael Rooney and Lisa Rooney, husband and wife

do hereby Convey to
Doyle E. Nicholas and Vicki S. Nicholas, as joint tenants with full rights of survivorship and not as tenants in common

the following described real estate in Madison County, Iowa:

Real property described on the attached and incorporated Exhibit "A"

The attached Exhibit "B" is incorporated by this reference.

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: December, 2001

MADISON COUNTY,

ss:

On this 14 day of December, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael and Lisa Rooney, husband and wife

Michael Rooney
Michael Rooney (Grantor)

Lisa Rooney
Lisa Rooney (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.

Carol Kiernan
Carol Kiernan
Notary Public

(Grantor)

(Grantor)

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

CAROL KIERNAN
Commission Number 010892
My Commission Expires
February 18, 2002

FILED NO. 003749

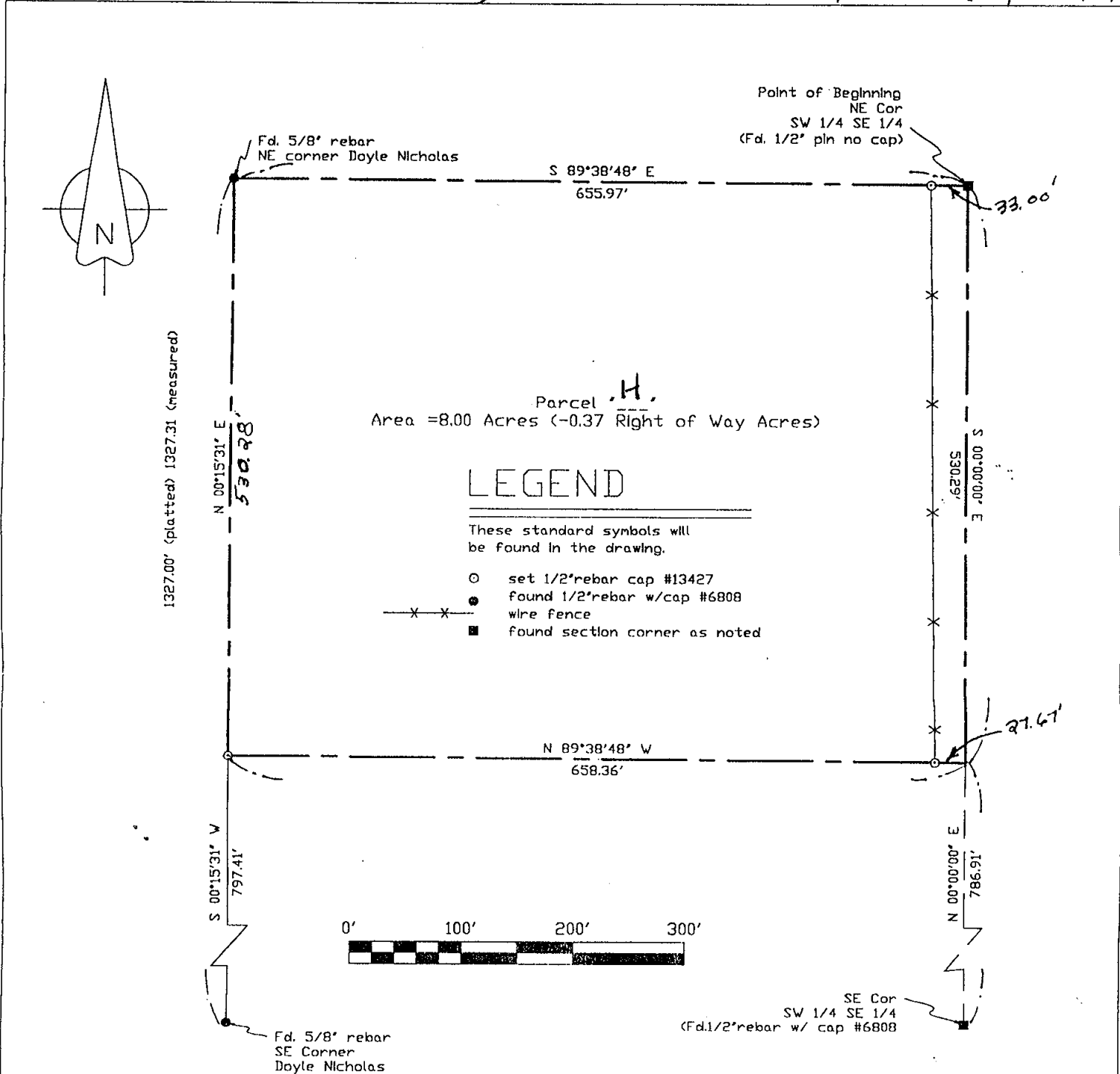
BOOK 2001 PAGE 3749

2001 AUG 23 AM 10:33

HICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

REC \$ 5⁰⁰
AUD \$
R.M.F. \$ 1⁰⁰

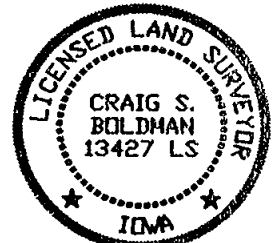
Prepared by: Boldman Land Surveying, L.L.C., Box 66 Winterset, Ia 50273 (515) 462-924



Parcel H - Part of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 11, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning At A Found Iron Pin at the Northeast Corner of The Southwest 1/4 Of The Southeast 1/4 Of Said Section 11;
Thence S 00 DEGREES 00 MINUTES 00 SECONDS E A Distance Of 530.29';
Thence N 89 DEGREES 38 MINUTES 48 SECONDS W A Distance Of 658.36';
Thence N 00 DEGREES 15 MINUTES 31 SECONDS E A Distance Of 530.28';
Thence S 89 DEGREES 38 MINUTES 48 SECONDS E A Distance Of 655.97';
to the point of beginning.

Containing 8.00 Acres of Land Including 0.37 Acres of County Road Right of Way.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: *Craig S. Boldman*

NAME: CRAIG S. BOLDMAN

DATE: 8/13/01

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2002

| | | |
|---------------------------------|------------------|---|
| <i>plat of survey</i> | | |
| REQUESTED BY: Doyle Nicholas | | BOLDMAN Land Surveying, P.C. P.O. Box 66 Winterset, Ia. 50273 (515)462-9242 |
| SURVEYED 8/9/01 | SCALE 1"=100' | |
| PROJECT NO. 01045 | DATE 8/13/01 | OWNER Michael Rooney |

19. The Grantees shall construct a new east-west boundary fence, which shall be built with treated wooden posts, and four high tensile wire strands, suitable for retaining, but not injuring horses. This fence may or may not include an electrical fence wire to further be used to retain horses. The future maintenance of this fence shall be shared one-half by the Grantors and one-half by the Grantees, with the Grantors maintaining the east half of the fence and the Grantees maintaining the west half of the fence. In the event that the Grantors, or their successors in interest at some future time, desire a different fence, such as one requiring hog tight fencing, the Grantors shall be responsible for the cost of purchasing and installing such supplemental fencing materials over the entire east-west boundary now being constructed by the Grantees. This fencing agreement shall be binding not only in the parties, but on their successors and assigns. It can be changed, at some future time, by the mutual agreement of the parties owning the properties on both sides of this fence.

22. As long as the real property located immediately south of the real property covered by this Warranty Deed is owned by Michael Rooney and Lisa Rooney, or Michael Rooney, or Lisa Rooney, Grantees Doyle E. Nicholas and Vicki S. Nicholas, or their successors in interest, shall be prohibited from constructing a personal residence on the real property covered by this Warranty Deed.

Exhibit B