

**REAL ESTATE TRANSFER**  
TAX PAID 54

STAMP #  
79.20

Michelle Utzler  
RECORDER

7-23-02 Madison  
DATE COUNTY

REC \$ 5.00  
AUD \$ 5.00  
R.M.F. \$ 1.00

COMPUTER   
RECORDED   
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003597  
FILED NO. \_\_\_\_\_  
BOOK 2002 PAGE 3597  
2002 JUL 23 PM 12:49  
(12:49 PM)  
MICKI UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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



Address Tax Statement: Russell E. Murphy  
105 NW Locust Ave., Earlham, IA 50072

\$ 50,000.00

SPACE ABOVE THIS LINE  
FOR RECORDER

**WARRANTY DEED**

For the consideration of FIFTY THOUSAND  
Dollar(s) and other valuable consideration,  
JOHN F. GODBY and JAN B. GODBY, Husband and Wife,

do hereby Convey to  
RUSSELL E. MURPHY,

the following described real estate in Madison County, Iowa:

A tract of land commencing 33 feet South of the Northeast corner of the Southeast Quarter (1/4) of Section Two (2), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, and running thence South 338.5 feet to the Railroad right-of-way, thence Northwesterly along the North line of said right-of-way 119.4 feet, thence North 310.4 feet, thence East 116 feet to the point of beginning, containing 0.864 acre more or less

Grantors hereby reserve an easement over and across the real estate being sold by Grantors to Grantee for purposes of ingress and egress to the Southwest Quarter of Section One (1), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, for agricultural purposes.

Grantors hereby grant Grantee an easement to use the well located on adjacent real estate owned by Grantors, located upon the Northwest Quarter of the Southwest Quarter of Section 1, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa. It is understood that water from said well is used by the property hereby conveyed to Grantee and by the adjacent real estate owned by Grantors. Water from said well shall continue to be used by both properties. Grantee agrees that he, his heirs, successors and assigns, shall discontinue using water from said well when rural water becomes available to the property being purchased by Grantee and shall disconnect any and all connections running from said property to said well.

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 22<sup>nd</sup> day of July,  
2002, before me, the undersigned, a Notary Public in and for said State, personally appeared John F. Godby and Jan B. Godby

Dated: July 22, 2002

John F. Godby  
John F. Godby (Grantor)

Jan B. Godby  
Jan B. Godby (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)

Kristie D. Anker  
\_\_\_\_\_  
(Grantor)

(This form of acknowledgment for individual grantors)

