

FILED NO. **5074**  
BOOK **2003** PAGE **5074**  
**2003 AUG 26 AM 10:33**  
**10:33 am**  
**NICKI UTSLER**  
**RECORDER**  
**MADISON COUNTY, IOWA**

REC \$ **10.00**  
AUD \$ **10.00**  
R.M.F. \$ **5.00**

COMPUTER   
RECORDED   
COMPARED

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

Individual's Name Street Address City Phone



Address Tax Statement: **Joseph and Deborah Borgen**  
**4980 South Alma School Road, Suite A-2, #410**  
**Chandler, AZ 85248**

SPACE ABOVE THIS LINE  
FOR RECORDER

**WARRANTY DEED**

For the consideration of ONE  
Dollar(s) and other valuable consideration,  
JOSEPH A. BORGEN and DEBORAH I. BORGEN, Husband and Wife,

do hereby Convey to  
JOSEPH A. BORGEN and DEBORAH I. BORGEN, Trustees of the Borgen Family Trust, created  
under the Trust Agreement dated April 1, 2003,

the following described real estate in Madison County, Iowa:

SEE EXHIBIT "A" ATTACHED HERETO.

Subject to a Real Estate Contract to sell said real estate from Joseph A. Borgen and Deborah I. Borgen, husband and wife, sellers, to Daniel J. Boyer and C. Jean Pendleton, buyers, recorded in Book 2003, Page 857 of the Recorder's office of Madison County, Iowa.

The consideration for this Deed is less than \$500. Therefore, no Declaration of Value or Groundwater Hazard Statement is required.

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 ARKANSAS  
WASHINGTON COUNTY,

Dated: Aug 18 2003  
ss:

On this 18 day of AUGUST,  
2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph A. Borgen and Deborah I. Borgen

Joseph A. Borgen (Grantor)

Deborah I. Borgen (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.

Justin Scott Ward  
Notary Public

**JUSTIN SCOTT WARD**  
Notary Public - Notary Seal  
STATE OF ARKANSAS  
Washington County  
My Commission Expires: Apr. 17, 2010

(Grantor)

(Grantor)

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

LEGAL DESCRIPTION:

Parcel "F", located in the Southeast Quarter of the Northeast Quarter & the East Half of the Southeast Quarter of Section 13, Township 75 North, Range 27 West of the 5th P.M. and the South Half of the Northwest Fractional Quarter & the Southwest Fractional Quarter of Section 18, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of the South Half of the Northwest Fractional Quarter of Section 18, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence South  $0^{\circ}05'44''$  East, 1325.34 feet to the Center of said Section 18; thence South  $0^{\circ}32'57''$  West, 1316.06 feet to the Southeast corner of the North Half of the Southwest Fractional Quarter of said Section 18; thence South  $0^{\circ}04'07''$  West, 754.21 feet along the East line of the South Half of the Southwest Fractional Quarter of said Section 18; thence South  $77^{\circ}43'11''$  West, 997.22 feet to a point on the East line of the Southeast Quarter of Section 13, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa; thence South  $0^{\circ}11'35''$  West, 412.50 feet to the Southeast corner of said Section 13; thence North  $88^{\circ}25'51''$  West, 1303.25 feet along the projection of an existing fenceline to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 13; thence North  $0^{\circ}09'06''$  East, 1304.97 feet along an existing fenceline to the Northwest corner of the Southeast Quarter of the Southeast Quarter of said Section 13; thence North  $0^{\circ}14'03''$  East, 1308.39 feet along an existing fenceline to the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 13; thence North  $0^{\circ}21'02''$  East, 1324.27 feet along an existing fenceline to the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 13; thence South  $88^{\circ}52'07''$  East, 1312.32 feet to the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 13; thence North  $85^{\circ}40'07''$  East, 963.64 feet along the North line of the South Half of the Northwest Fractional Quarter of said Section 18 to the Point of Beginning. Said Parcel contains 195.500 acres, including 1.029 acres of County Road right-of-way.

EXHIBIT "A"