

ENTERED FOR TAXATION  
THIS 30 DAY OF Dec 2005  
Jan Welch  
Debby Cookman  
AUDITOR  
LEADER AUDITOR

Document 2005 6197

Book 2005 Page 6197 Type 03 001 Pages 2  
Date 12/30/2005 Time 1:16 PM  
Rec Amt \$22.00 Aud Amt \$5.00  
Rev Transfer Tax \$1.044.00  
Rev Stamp# 603 DOV# 600

MICHELLE UTSLER, COUNTY RECORDER  
MADISON IOWA

\$652,879.78

Prepared by: Robert K. Clements, 110 North Market Street, Oskaloosa, IA 52577, Phone (641) 673-9451

+ Return to:

COMPUTER	<input checked="" type="checkbox"/>
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Tax Statement to: National Affordable Housing Foundation, 12289 Stratford Dr., Clive, IA 50325

## WARRANTY DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, Madison Manor Company, a general partnership, does hereby convey to National Affordable Housing Foundation, an Iowa non-profit corporation, all its right, estate, claim and demand in the following described real estate located in Madison County, Iowa, to-wit:

A parcel of land in the City of Earlham described as commencing at a point 33 feet North and 932 feet West of the Southeast corner of the Northeast Quarter (1/4) of Section One (1), in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa, thence West 360 feet, thence North 00°31' East 330 feet, thence East 360 feet, thence South 00°31' West 330 feet to the point of beginning.

Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that it has 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 Grantor covenants 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.

The undersigned, and any successors in interest, agree to use the property described herein or in Attachment A in compliance with 42 U.S.C. 1484 (Section 514) or 1485 (Section 515), which is applicable, and applicable regulations and the subsequent amendments, for the purpose of housing very low, low, and moderate income households.

The period of the restriction will be until November 2, 2035.

When required by Section 3560.658(a)(1) or (a)(2), the undersigned agrees that at the end of the expiration of the period described in the preceding paragraph, the property will be offered for sale to a qualified nonprofit organization or public body, in accordance with previously cited statutes and regulations.

The Agency and eligible tenants or applicants may enforce these restrictions.

The undersigned also agrees:

1. To set rents, other charges, and conditions of occupancy in a manner to meet these restrictions;
2. To post an Agency approved notice of this restriction for the tenants of the property;
3. To adhere to applicable local, state, and Federal laws; and
4. To obtain Agency concurrence for any rental procedures that deviate from those approved at the time of prepayment, prior to implementation.

The undersigned will be released from these obligations before the termination period in paragraph (b) of this section only when the Agency determines that there is no longer a need for the housing or that financial assistance provided the residents of the housing will no longer be provided due to no fault, action or lack of action on the part of the Borrower.

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.

Dated: Dec 28, 2005

MADISON MANOR COMPANY, a general partnership

By: Dale K Humiston  
Dale K. Humiston, Managing Partner

STATE OF IOWA                    ]  
  ] SS.  
COUNTY OF Polk            ]

On this 28<sup>th</sup> day of December, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dale K. Humiston, to me personally known, who, being by me duly sworn, did say that he is a Managing Partner of Madison Manor Company, a general partnership, executed the foregoing instrument, that the instrument was signed on behalf of the partnership by authority of all of the partners; and the Managing Partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership, by it and by the Managing Partner voluntarily executed.

Robert K Clements  
Notary Public in and for the State of Iowa.

