

Document 2005 6053

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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>



~~WARRANTY DEED~~
~~State Bar of Iowa~~
THE IOWA STATE BAR ASSOCIATION
~~OFFICE OF THE COUNTY RECORDER~~
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Dean R. Nelson, 115 E. First Street, P.O. Box 370, Earlham, Iowa 50072 (515) 758-2267

Taxpayer Information: (Name and complete address)

Russell E. & Jan Murphy
1629 - 120th Street
Earlham, Iowa 50072

Return Document To: (Name and complete address)

✓ Dean R. Nelson
P.O. Box 370
Earlham, Iowa 50072

Grantors:

John S. Mills

Grantees:

Russell E. Murphy
Jan Murphy

Legal description: See Page 2

Document or instrument number of previously recorded documents:

FENCE AGREEMENT

This Fence Agreement is made and entered into this 19 day of December, 2005, by and between John S. Mills, a single person, hereinafter referred to as First Party; and Russell Eugene Murphy and Jan Marie Murphy, husband and wife, hereinafter referred to as Second Party,

WITNESSETH:

WHEREAS, First Party owns the following described real estate situated in Madison County, Iowa, hereinafter described as Parcel No. 1, to-wit:

The Southwest Fractional Quarter of Section 7, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "C" a Part of the SW Fractional ¼ of Section 7, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at a point that is S 89°48'53" W a distance of 770.81' from the S¼ corner of said Section 7; thence S 89°48'54" W a distance of 463.94'; thence N 00°23'04" E a distance of 504.96'; thence N 89°49'35" E a distance of 275.39'; thence S 00°38'33" W a distance of 352.91'; thence N 89°48'53" E a distance of 171.50'; thence S 26°42'06" E a distance of 39.63'; thence S 00°05'14" W a distance of 116.55' to the point of beginning, having an area of 3.835 acres 167050.30 square feet.

WHEREAS, Second Party owns the following described real estate situated in Madison County, Iowa, and described as Parcel No. 2, to-wit:

Parcel "C" a Part of the SW Fractional ¼ of Section 7, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, described as follows: Beginning at a point that is S 89°48'53" W a distance of 770.81' from the S¼ corner of said Section 7; thence S 89°48'54" W a distance of 463.94'; thence N 00°23'04" E a distance of 504.96'; thence N 89°49'35" E a distance of 275.39'; thence S 00°38'33" W a distance of 352.91'; thence N 89°48'53" E a distance of 171.50'; thence S 26°42'06" E a distance of 39.63'; thence S 00°05'14" W a distance of 116.55' to the point of beginning, having an area of 3.835 acres 167050.30 square feet.



WHEREAS, Parcel No. 1 and Parcel No. 2 share a common boundary line between each other; and

WHEREAS, First Party and Second Party for themselves, their heirs, assigns, and successors in interest, desire to provide for the ownership, maintenance and replacement of the partition fence situated on the common boundary line between Parcels No. 1 and 2.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other valuable consideration paid by First Party to Second Party, the parties do hereby agree and contract as follows:

1. First Party expressly agrees to install new fence or use existing fence to provide fencing on the boundary separating Seller and Buyers' real estate. Seller agrees to complete the fencing within 180 days from the closing of the real estate transaction.

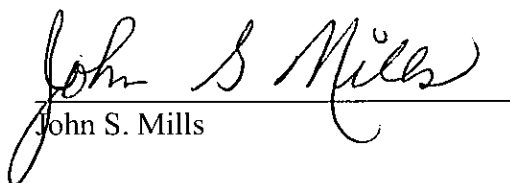
2. After the boundary lines have been fenced by Seller, Seller and Buyers agree to repair, maintain and install fences thereafter as follows:

- a. Buyers shall be responsible to maintain, repair and replace the East boundary fence and the East one-half of the North boundary fence.
- b. Seller shall be responsible to maintain, repair and replace the West boundary fence and the West one-half of the North boundary fence.,

3. Until amended or released, this fence agreement shall constitute a permanent and binding fence agreement, which shall run with the ownership of the real estate described herein.

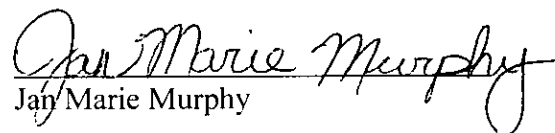
IN WITNESS WHEREOF, First Party and Second Party have executed this agreement the day and year above written.

First Party


John S. Mills

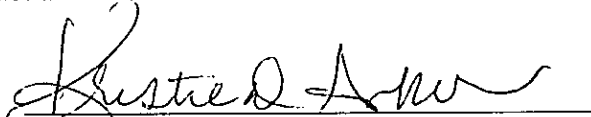
Second Party


Russell Eugene Murphy


Jan Marie Murphy

STATE OF IOWA :
 : SS
MADISON COUNTY :

On this 19 day of December, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John S. Mills to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

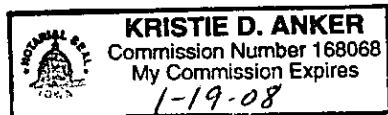

Notary Public in and for the State of Iowa.

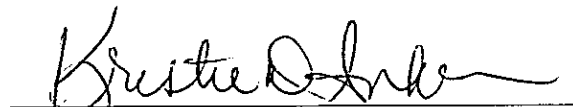
(SEAL)



STATE OF IOWA)
) SS
MADISON COUNTY)

On this 19 day of December, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Russell Eugene Murphy and Jan Marie Murphy to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.




Notary Public in and for the State of Iowa.

(SEAL)