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**AFFIDAVIT**

✓ Prepared By: Wayne Linnell  
P O Box 2629, Gt Falls, MT 59403

LISA SMITH, COUNTY RECORDER  
MADISON IOWA

STATE OF MONTANA )

) ss.:

COUNTY OF CASCADE )

Wayne E. Linnell, upon first being duly sworn, deposes and says:

1. He is one of the attorneys who represented George W. Moore, a/k/a George Moore, (as Petitioner) in Legal Separation of Marriage proceedings against his then wife Mayra Moore (as Respondent) in Cascade County District Court Civil Cause No. CDR-02-245.

2. By written Legal Separation Agreement, Waiver of Hearing, and Consent to Entry of Decree dated July 16, 2002, ("Separation Agreement" herein) by and between George Moore and Mayra Moore, and Decree of Legal Separation entered/docketed in Cascade County District Court Civil Cause No. CDR-02-245 on July 24, 2002, ("Decree" herein) the following described property was agreed and determined, irrevocably and absolutely, to be the separate property of George Moore, free from any and all future claims, demands, right, title, or interest by or in favor of Mayra Moore:

The E½ of the NW¼ of Section 33, Township 77 North, Range 29 West of the 5<sup>th</sup> P.M., situated in Madison County, Iowa

TOGETHER WITH all improvements, water rights, and appurtenances thereto.

SUBJECT to licenses, reservations, restrictions, and easements both visible and of record.

("Property" herein)

3. To effectuate the terms and conditions of the above Separation Agreement and Decree, George Moore and Mayra Moore, Trustees of the Moore Revocable Trust dated December 19, 1995, executed and delivered to and in favor of George Moore, a Quit Claim Deed to the above-described property, which Quit Claim Deed was recorded in the Office of Recorder of Madison County, Iowa, on September 16, 2002, in Record 2002, page 4556.

4. From and after the date of the above Separation Agreement and Decree and the recordation of the above Quit Claim Deed, George Moore owned all right, title, and interest in the property until he conveyed said property to a Revocable Living Trust

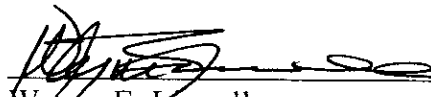
named The George Moore Trust created by him for his exclusive benefit for the remainder of his lifetime.

5. George Moore, a/k/a George W. Moore, died on November 29, 2006, and, at the time of his death, the Property was part of the trust estate of The George Moore Trust subject to the terms and conditions of said Trust.

6. The Property is now subject to a Purchase Sale Agreement entered into by and between Diana L. Arnold and Daniel Arnold, Trustees of The George Moore Trust, (as Seller) and Russell D. Lenocker and Susan J. Lenocker (as Buyers).

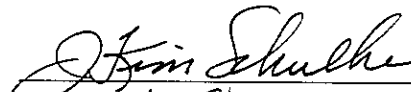
7. Diana L. Arnold and Daniel Arnold, Co-Trustees of The George Moore Trust, have the authority and directions, pursuant to the terms of The George Moore Trust, to cause the Property to be sold on terms and conditions determined by them, to be reasonable and in the best interest of The George Moore Trust.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit this 29<sup>th</sup> day of January, 2007.

  
\_\_\_\_\_  
Wayne E. Linnell

SUBSCRIBED AND SWORN to before me this 29 day of January, 2007.



  
\_\_\_\_\_  
J. Kim Schulke  
Notary Public in and for the State of Montana.  
Residing at Great Falls, Montana  
My commission expires: 6-27-2010