



### ESCROW FOR DEED AND ABSTRACT

775

TO: Farm Credit Services of the Midlands, FLCA , ESCROW AGENT: 139 PAGE 427

FILED NO. \_\_\_\_\_  
BOOK \_\_\_\_\_

We/I hereby deliver to you in escrow the following legal documents and papers:

warranty Deed dated August 11 1998

98 AUG 12 PM 3: 34  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

(with said deed approved as to form by the Buyers), (Consider transfer tax) for the following described real property, to-wit:

All of my undivided one-sixth interest in and to:

The West One-Half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ); the East One-Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ); and the East One-Half (E $\frac{1}{2}$ ) of the West One-Half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ); all in Section 10, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, and

A tract of land beginning at the Northwest Corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 10 in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, and running thence South 245 feet; thence East approximately 582 feet to the center of the public road as the same extends through said 40-acre tract; thence in a Northwesterly direction along the center of said road to the North line of said 40-acre tract; thence West approximately 186 feet to the point of beginning.

from the undersigned Seller(s) to the undersigned Buyer(s).

REC \$ 10.00 COMPUTER   
AUD \$ \_\_\_\_\_ RECORDED   
R.R.F. \$ 1.00 COMPARED

Abstract of Title for real estate above described, continued to date of \_\_\_\_\_, 19\_\_\_\_ and \_\_\_\_\_ approved by the Buyer(s).

Real estate contract hereinafter referred to for the sale of said real estate (original or exact reproduction).

Other, specify:  
Escrow Agent will pay the sum of \$45,000.00 to Karla E. Tillotson on January 2, 1999.

All, except the real estate contract is for delivery to said grantees when and only when said contract between said Sellers and Buyers is fully performed.

The delivery of this deed and abstract is a completed delivery and unconditional, absolute and irrevocable except under the conditions following:

- (a) Forfeiture or foreclosure of the contract as provided by law.
- (b) Other devolution of the title or interest in said property, or change in the legal status of some of the parties which makes the escrowed deed useless.
- (c) All parties or successors in interest give the escrow agent specific directions in writing cancelling this escrow agreement or modifying its terms.
- (d) An adjudication by any court of competent jurisdiction ordering a variance in the original terms of the escrow agreement or ordering its cancellation.

In the event of (a) (b) (c) or (d) above, the escrow shall be considered terminated and, unless otherwise ordered by the court as in (d) above or directed by the agreement of the parties as in (c) above, the escrowed papers and documents shall be returned to the Sellers, or their successors in interest, whereupon the duties of the Escrow Agent are terminated.

If the Buyers fully perform and are, at the time of such performance, entitled to the documents as a part of their chain of title, the Escrow Agent shall deliver same to Buyers. This authority shall include a delivery of said papers to a transferee authorized in writing by the Buyers.

Information in writing to Escrow Agent by either the Sellers or their representative that the Real Estate Contract is paid in full shall be complete and sufficient authority to deliver said documents to the Buyers.

The Escrow Agent shall have no responsibility whatever to see that Buyers and Sellers perform any of the terms of said contract between them, nor keep in force any insurance. Responsibility is limited to effecting the transfer of said papers and documents as herein expressly directed and agreed.

All parties shall share any reasonable expense of the Escrow Agent for services, legal or otherwise, necessarily incurred in carrying out his duties as such.

This escrow, power, authority, and direction may similarly be used by any and all members of your firm or successors thereof. You may at any time discharge your responsibility to the sellers and buyers or their respective successors in interest, by 10 days actual notice to them, or written notice addressed to their last known address, of your election to do so. Your responsibility will terminate upon delivery of the papers to any successor escrow agent then designated by the parties or, in default of such designation, by return of the papers to the party depositing them.

Dated at Ashtabula, Ia, this 11<sup>th</sup> day of August, 1998.

SELLER Karla E. Tillotson SELLER Drew R. Tillotson  
BUYER R. Edward Baur Corporation BUYER Robert F. Baur, President

STATE OF IOWA, POLK COUNTY, ss:

On this 11<sup>th</sup> day of August, A.D. 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Karla E. Tillotson and Drew R. Tillotson, wife and husband,

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.

Suzanne Gullgot  
MY COMMISSION EXPIRES June 17, 2001  
Suzanne Gullgot, Notary Public in and for said County and State

STATE OF IOWA, Madison COUNTY, ss:

On this 12<sup>th</sup> day of August, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert F. Baur

ack he is to me personally known, who, being by me duly sworn, did say that he is the President and respectively, of said corporation executing

the within and foregoing instrument; that (no seal had been procured by the said) corporation; that said (the seal affixed thereto is the seal of said)

instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors, and that the said Robert F. Baur and

such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

him James R. Nelson  
James R. Nelson, Notary Public in and for said County and State

My Commission Expires 9-15-2000

RECEIPT

The undersigned hereby acknowledge(s) receipt of the above-described legal documents as above designated, agree(s) to act as Escrow Agent for said transaction and to perform pursuant to instruction as above directed.

Dated at 2:20 pm, this 12<sup>th</sup> day of August, 1998.

Farm Credit Services of the Midlands (Law Firm)  
FLCA

By: James R. Nelson  
Escrow Agent

NOTE: In the Real Estate Contract--Installments, whether Official Form No. 140, No. 141, No. 143 or No.152 is used, the following should be inserted in the contract:

(Seller shall at once execute this contract and deliver the same with abstract of title for examination and approval to Buyer's attorney whereupon said documents, together with duly executed deed, and escrow agreement shall be forwarded to \_\_\_\_\_ Attorneys at Law, of \_\_\_\_\_, Iowa to be held in escrow by them until Buyers have performed this agreement. Upon completion of said performance Sellers, their assigns or representatives, shall advise said Escrow Agents to deliver the deed and abstract to Buyers.)

