



REC. \$ 5.00
AND \$ 3.20
R.A.P. \$ 1.00

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BOOK 139 PAGE 811
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Preparer Information LEONARD M. FLANDER, 223 EAST COURT AVENUE, P.O. BOX 67, WINTERSET, IA 50273-0067 (515) 462-4912
Individual's Name Street Address City



WARRANTY DEED - JOINT TENANCY

For the consideration of EIGHTY THOUSAND AND NO/100 (\$80,000.00)
Dollar(s) and other valuable consideration,
EUGENE O. SCULLY AND HELEN M. SCULLY, HUSBAND AND WIFE

do hereby Convey to
JON WEIGERT, II AND DANA WEIGERT, HUSBAND AND WIFE

as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described
real estate in MADISON County, Iowa:

AUDITOR'S PARCEL "C": IN PART OF THE NORTHWEST QUARTER (1/4) SOUTHEAST QUARTER (1/4) OF SECTION ELEVEN (11), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., AS SHOWN BY THE PLAT OF SURVEY RECORDED IN FARM PLAT BOOK THREE (3) AT PAGE

SELLER RESERVES AN EASEMENT FOR THE PURPOSE OF DRAWING WATER FROM WELLS LOCATED IN THE NORTHERN PORTION OF SAID PARCEL "C" AND FOR THE PURPOSE OF REPAIRING, MAINTAINING, REPLACING AND/OR REMOVING ANY EXISTING PIPE OR WATERLINE BY WHICH WATER FROM THE SAID WELL(S) IS TRANSPORTED FROM THE SAID WELL(S) TO AUDITOR'S PARCEL "D" IN PART OF THE NORTHWEST QUARTER (1/4) SOUTHEAST QUARTER (1/4) OF SECTION ELEVEN (11), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., WHICH IS LOCATED WEST OF AND ADJACENT TO SAID PARCEL "C". SELLER SHALL PAY ALL COSTS OF REPAIRING, REPLACING, MAINTAINING AND/OR REMOVING THAT PART OF SAID WATERLINE WHICH EXTENDS FROM A PIT LOCATED WEST OF THE WELLS TO THE EAST LINE OF SAID PARCEL "D"

THE EASEMENT AREA SHALL BE 32 FEET WIDE AND 16 FEET ON EITHER SIDE OF THE EXISTING WATER LINE AND SELLERS SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO SAID PARCEL "C" IN CONNECTION WITH ALL PURPOSES OF THIS EASEMENT.

THE COST OF REPAIRING, MAINTAINING, AND REPLACING ALL PUMPS AND OTHER DEVICES BY WHICH WATER IS DRAWN FROM THE WELL(S) AND THE COSTS OF OPERATING SUCH DEVICES SHALL BE PAID BY THE PARTIES AS THE PARTIES MAY AGREE.

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 IOWA,
MADISON COUNTY, SS:

Dated: NOVEMBER 24, 1998

On this 24th day of NOVEMBER, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared EUGENE O. SCULLY AND HELEN M. SCULLY, HUSBAND AND WIFE

Eugene O. Scully
EUGENE O. SCULLY (Grantor)

Helen M. Scully
HELEN M. SCULLY (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.

Leonard M. Flander
LEONARD M. FLANDER
Notary Public

(Grantor)

(Grantor)

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