

65,100.00

Prepared by: David S. Bruner, 225 E 7th, Carroll, IA 51401 712-792-3480

WARRANTY DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, William M. Bortell and Cynthia J. Bortell, husband and wife, do hereby convey to John F. Bortell, the following described real estate in Madison County, Iowa:

Real Estate located in Sections 20, 21 and 29 of South Township, Madison County, Iowa, more particularly described in Exhibit "A", attached hereto

This Deed is given as full performance of a Real Estate Contract for the sale of said real estate by and between Grantors herein and Grantees herein; to and including this date all general warranties and covenants herein extend thereafter Grantors only warrant title as against themselves or either of them and all parties claiming thereunder. This Deed merges all prior contractual rights of the parties. This deed is given in satisfaction of a real estate contract dated Dec. 17, 1984 and filed Dec. 19, 1984, Book 118, Pg. 338

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 acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

STATE OF IOWA,

DATED: September 1, 1995

ss:

GUTHRIE COUNTY,

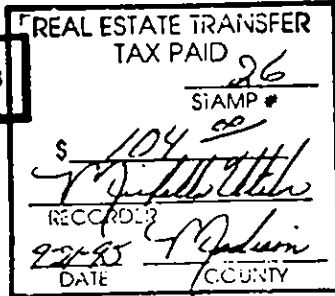
On this 1 day of September, 1995. before me, the undersigned, a Notary Public in and for said State, personally appeared William M. Bortell and Cynthia J. Bortell, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

WILLIAM M. BORTELL

CYNTHIA J. BORTELL

Tamela L. Booth, Notary Public

1033/warranty.dee



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BOOK 134 PAGE 1752

95 SEP 21 PM 2:15

MICHELLE UTSLER RECORDER MADISON COUNTY, IOWA

COMPUTER RECORDED COMPARED

REC \$15.00 AND \$15.00 R.M.F. \$1.00

EXHIBIT "A"

DESCRIPTION OF REAL ESTATE COVERED BY CONTRACT BETWEEN
WILLIAM M. BORTELL AS SELLER AND JOHN F. BORTELL AS BUYER

A. Real estate sold to William M. Bortell and John F. Bortell under contract between Glen E. Bortell and Mary E. Bortell as sellers and John F. Bortell and William M. Bortell as buyers recorded November 19, 1979, and amended by Amendment to Contract dated June 9, 1982:

All that part of the Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty (20) lying North of Jones Creek; and all that part of the West 410 feet of the Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Twenty-one (21) lying North of the center of Jones Creek and South of the center of County Highway No. G-50 as the same now proceeds through said Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$);

Also, all that part of the Southwest Quarter ($SW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) and the North Five (5) Acres of the Northwest Quarter ($NW\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of Section Twenty-one (21), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, lying South and West of the Center of Jones Creek, containing approximately 10 acres;

Also, the South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$), and the Southwest Quarter ($SW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) except a tract commencing at the Northwest corner thereof and running thence East 27 feet, thence in a Southwesterly direction in a straight line to a point 30 feet South of the point of beginning, thence North to the point of beginning; and all that part of the Southeast Quarter ($SE\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) which lies South of Jones Creek and containing $25\frac{1}{2}$ acres, more or less; and the North Half ($N\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) except the South 6 acres thereof and except the South 49 rods of the North 69 rods of the West 16 rods thereof; all in Section Twenty (20);

Also, the South 3 acres of the Northeast Quarter ($NE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$), and the Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty (20); and the North Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Twenty-nine (29) except a tract described as follows: Beginning at the Southeast corner of said North Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$), thence North $8\frac{1}{2}$ rods, thence West $9\frac{35}{85}$ rods, thence South $8\frac{1}{2}$ rods, thence East $9\frac{35}{85}$ rods to the place of beginning, and also except the South 25.7 rods of the West 47.75 rods of the Northwest Quarter ($NW\frac{1}{4}$) of the Northeast Quarter ($NE\frac{1}{4}$) of said Section, and also except a tract described as follows:

Commencing at a point 47.75 rods East of the Southwest corner of said Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), thence East 2.25 rods, thence North 7 rods, thence Northwesterly to a point 10 rods North from the point of beginning, thence South to the point of beginning; and a tract of land described as follows: Beginning at a point 46 rods East of the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), thence East 44 rods, thence South 4 rods, thence West 44 rods, thence North 4 rods to the place of beginning, of Section Twenty-nine (29), all of the above in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; Also the South 3 acres of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), and the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), and the South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty (20), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

B. Description of real estate purchased on contract from Kenneth G. Morgan and Betty A. Morgan as sellers to John F. Bortell and William Bortell as buyers dated January 1, 1983, to-wit:

That part of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty (20), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, lying South of County Road G 60. This conveyance is subject to existing easements to repair, maintain and utilize the water from the well.

C. Description of real estate purchased from Maude H. Reed covered by a Quit Claim Deed recorded January 29, 1980, to-wit:

4.90 acres West of the Middle part of the West Half (W $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

D. Description of real estate purchased from John F. Bortell and Victoria L. Bortell as sellers and John F. Bortell and William M. Bortell as buyers under contract dated in June of 1982:

The North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty (20), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.