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COUNTY

FILED NO. 2511 BOOK 136 PAGE 91

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, 10WA

RMF. \$\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER

## WARRANTY DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, Charles Sharp and Susan Jennings Sharp, husband and wife, do hereby Convey to Jeanne S. Jennings, as trustee for the Paul Stevens Jennings First Trust, Johnston, Polk County, Iowa, Buyer, an undivided one-fourth interest in the following described real estate in Madison County, Iowa:

See attachment marked Exhibit "A"

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.

This deed is being given in fulfillment of a real entate contract dated October 16, 1992 and found at Book 131, Page 126

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as mesculine or inine, sender, according, to the context.

MARGARET MARY KEIZER
MY COMMISSION EXPIRES
March 8, 1993

COUNTY OF POLK

On this 14<sup>th</sup> day of Cobbell

19 92, before me, the undersigned, a Notary Public in and for said

State, personally appeared Susan Jennings Sharp, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

margaret m Beizer, Novary Publi

STATE OF TOWA ON THE COUNTY OF POLK PINGS

My Commission Expires March 31, 1994

Date to Detober 14, 1992

Eisen Jennings

Susan Jennings Sharp

The Sharp

charles Sharp (Grentor)

(Grantor)

(Grantor)

(Grantor)

COMPUTER L RECORDED L COMPARED

WHEN RECORDED, RETURN TO:

Steven P. Wandro
BROWN WINICKGRAVES DONNELLYBASKERVILLE& SCHOENEBAUM
Suite 1100, Two Ruan Center, 601 Locust Street
Dea Moinea, IA 50309

PMCKUENNINGS/WARDEED.MAD

₹₹.

## EXHIBIT "A"

## 160 Acre Madison County Farm

The South Half  $(S_2^1)$  of the Southwest Quarter  $(SW_4^1)$  of Section Thirteen (13) and the North Half  $(N_2^1)$  of the Northwest Quarter  $(NW_4^1)$  of Section Twenty-four (24) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, and the South 25 feet of the Northwest Quarter  $(NW_4^1)$  of the Northeast Quarter  $(NE_4^1)$  of Section Twenty-four (24), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

Sellers also agree to convey unto Buyers the following-described easement:

An easement for road purposes to the Buyers herein, their heirs, and assigns, over and across the following-described real estate, to-wit: The South 30 feet of all that part of the Northeast Quarter (NE%) of the Southeast Quarter (SE%) of Section Fourteen (14), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., which lies East of the East line of the public highway running North and South through said 40 acre tract and also across the following-described tract, to-wit: Commencing at the Southwest corner of the North Half (N2) of the Southwest Quarter (SW%) of Section Thirteen (13), Township Seventy-five (75) North, Range Twenty-eight (28), running thence N. 30 feet, thence in a Southeasterly direction to a point 30 feet East of the place of beginning, thence West to the place of beginning; all rights granted under the foregoing easements are to terminate and shall no longer exist if said right of way is not used for road purposes over a period of 2 years and the Buyer and all subsequent owners shall construct, repair and maintain all fences required for the use of said easement.