



COMPUTER RECORDED COMPARED

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REC \$ 10.00 AUD \$ 5.00 R.M.F. \$ 1.00

MICHELLE UTSLER RECORDER MADISON COUNTY, IOWA

* Prepared by Cahill Law Offices, P.O. Box 88, Nevada, IA 50201; Tele: 515-382-6571
COURT OFFICER DEED

277,997.00

IN THE MATTER OF
DONNA R. BEELER, Plaintiff
vs
MARY L. TASSELL and PHYLLIS J. DAVISON, Defendants.

now pending in the Iowa District Court in and for Madison County, Equity No. 23857

Pursuant to the authority and power vested in the undersigned, and in consideration of
ONE Dollar and other valuable consideration, the undersigned, in the representative
capacity designated below, hereby Conveys to DONNA R. BEELER, the following described real
estate in Madison County, Iowa:

SEE EXHIBIT 'A' ATTACHED

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.

Dated: July 22, 1997

HERTZ FARM MANAGEMENT, INC.
Referee

BY James G. Frevert
James G. Frevert, President

BY Randall V. Hertz
Randall V. Hertz, V. President

STATE OF IOWA :
:ss
STORY COUNTY :

On this 22nd day of July, 1997, before me, the
undersigned, a Notary Public in and for said State, personally appeared James G. Frevert and
Randall V. Hertz, to me personally known, who being by me duly sworn, did say that they are the
President and Vice President/Secretary of said corporation respectively; that the corporation has no
seal; that said instrument was signed on behalf of said corporation by authority of its Board of
Directors; and that the said James G. Frevert and Randall V. Hertz as President and Vice
President/Secretary, acknowledged the execution of said instrument to be the voluntary act and
deed of said corporation, by it and by them voluntarily executed.



Roger D. Poppen
NOTARY PUBLIC in and for said State

EXHIBIT 'A'

PARCEL "A" described as: The North Half (N 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty-two (22), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, being more particularly described as follows: Beginning at the West Quarter (W 1/4) Corner of said Section Twenty-two (22); then S00°13'01" West, 1333.53 feet along the West line of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of said Section Twenty-two (22); then S89°46'41" East, 2653.08 feet along the South line of the North Half (N 1/2) of the South-west Quarter (SW 1/4) of said Section Twenty-two (22); then N00°21'07" East, 1327.46 feet along the East line of the North Half (N 1/2) of Southwest Quarter (SW 1/4) of said Section Twenty-two (22); then N89°38'49" West, 2656.21 feet along the North line of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of said Section Twenty-two (22) to the point of beginning, containing 81.08 acres which includes 3.62 acres of existing public road right of way

and

PARCEL "G" described as: Being a part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-two (22), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, and being more particularly described as follows: Commencing at the South Quarter (S 1/4) Corner of said Section Twenty-two (22); then S89°47'46" East, 357.19 feet along the South line of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Twenty-two (22) to the Point of Beginning; then continuing S89°47'46" East, 421.37 feet along said South line; then N00°02'42" West, 362.57 feet; then N89°45'49" West, 419.74 feet; then S00°12'50" West 362.81 feet to the point of beginning, containing 3.50 acres, which includes 0.35 acres of existing public road right of way

This property has a well that also serves Parcel "F" to the West and the owners of Parcel "F" and Parcel "G" will share operating expenses and repairs of said well. Any failure of the well requiring replacement by drilling a new well will not automatically obligate the then owner of Parcel "F" to pay for half the cost of a new well. Also, if rural water services become available to Parcel "F", the owners may at their option disconnect from this well at no further cost or obligation.

Subject to the rights granted to the owner of Parcel "F", the Grantee of this deed is hereby granted all ownership rights in the described water well which is located on Parcel "G".