

*Continued 138-303  
"West 10 Acres"*

FILED NO. 1066

BOOK 138 PAGE 12

97 SEP 11 AM 11:49

**ESCROW FOR DEED AND ABSTRACT**

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

TO **Jim Belden, Escrow Agent**

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

Warranty Deed dated 9-5-97, 1997 (with said Deed approved as to form by the Buyer), (Consider transfer tax) for the following described real property, to wit

Northwest Fractional 1/4 and the West 10 acres of the Northeast 1/4 of Section 19, Township 77 North, Range 29 West of the 5th P M, and except Parcel A of the West 1/2 of the Northwest Fractional 1/4 and of the Northeast 1/4 of the Northwest Fractional 1/4 of Section 19, Township 77 North, Range 29 West of the 5th P M and except the Southwest Fractional 1/4 of the Northwest Fractional Quarter of Section 19, Township 77 North, Range 29 West of the 5th P M and the West 10 Acres of the Southeast 1/4 of the Northwest Fractional 1/4 of Section 19, Township 77 North, Range 29 West of the 5th P M

REC \$ 10.00

AUD \$ \_\_\_\_\_

R.M.F \$ 1.00

from the undersigned Sellers to the undersigned Buyer

Abstract of Title for real estate above described continued to date of AUGUST 22, 97 and ~~not~~ approved by the Buyer

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

Other, specifying

All, except the Real Estate Contract is for delivery to said Grantee **when and only when** said Contract between said Sellers and Buyer 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 Buyer full performs and is, at the time of such performance, entitled to the documents as a part of his chain of title, the Escrow Agent shall deliver same to Buyer This authority shall include a delivery of said papers to a transferee authorized in writing by the Buyer

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 Buyer

The Escrow Agent shall have no responsibility whatsoever to see that Buyer 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 Buyer 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 \_\_\_\_\_, Iowa this 4<sup>th</sup> day of September 1997

X John Kenneth Wasson Jr.  
John Kenneth Wasson, Jr **SELLER**

X Mary G Wasson  
Mary G Wasson **SELLER**

Lee R H Carter  
Lee R H Carter **BUYER**

STATE OF TEXAS  
COUNTY OF HAYS ss

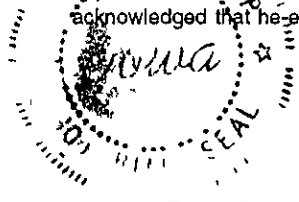
On this 5<sup>th</sup> day of September, 1997, before me the undersigned a Notary Public in and for Said State, personally appeared John Kenneth Wasson, Jr and Mary G Wasson to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed

Sondra Smalley  
Notary Public in and for Said State  
**SONDRA SMALLEY**  
Notary Public, State of Texas  
My Commission Expires  
**APRIL 24, 2000**

STATE OF IOWA  
COUNTY OF CUTHBERT ss

On this 4<sup>th</sup> day of September, 1997 before me the undersigned a Notary Public in and for Said State, personally appeared Lee R H Carter to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed

William E. Bump  
Notary Public in and for Said State



**RECEIPT**

The undersigned hereby acknowledges receipt of the above described legal documents as above designated, agrees to act as Escrow Agent for said transaction and to perform pursuant to instruction as above directed

Dated at Stuart Iowa the 9 day of Sept 1997

**First State Bank, Stuart, Iowa**

By Jim Belden  
Jim Belden **Escrow Agent**