



### ESCROW FOR DEED AND ABSTRACT

TO: Gene D. Cuyler (FAC Agent), ESCROW AGENT:

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

Warranty Deed dated 12-29-94

(with said deed approved as to form by the Buyers). (Consider transfer tax) for the following described real property, to-wit:

The SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  and the West 3/4 of the North 1/4 of the SW $\frac{1}{4}$ , and a tract commencing at the half-mile corner on the west side of Section 36 and running thence East to the center of said Section, thence North 41 rods and 9 links, thence West 39 rods and 15 links, thence South 1 rod and 9 links, thence West to the West line of said Section, thence South to the place of beginning, all in Section 36, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa EXCEPT Beginning at the Southeast corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 36, Township 76 North, Range 26 West, Madison County, Iowa, thence S84°35' W 767.0 feet, thence N15°15' E, 1001.0 feet; thence S04°00' E 232.0 feet; thence along a curve concave north-easterly 215.98 feet; thence S84°18' E 175.0 feet; thence along a curve concave northerly 117.17 feet; thence N65°00' E 80.8 feet; thence South 591.0 feet to the point of beginning, subject to road easement and containing 5.6 acres, more or less.

from the undersigned Seller(s) to the undersigned Buyer(s).

Abstract of Title for real estate above described, continued to date of 12-14-94 and approved by the Buyers.

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

Other, specifying:

COMPUTER   
RECORDED   
COMPARED

FILED NO. 1706

BOOK 133 PAGE 212

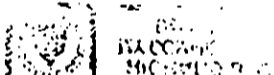
94 DEC 30 PM 1:40

REC \$ 10.00

AUD \$     

R.M.F. \$     

MICHELLE UTSLEN  
RECORDER  
MADISON COUNTY, IOWA



All, except the real estate contract is for delivery to said grantees **when and only when** said contract between said Sellers and Buyers 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 Buyers fully perform and are, at the time of such performance, entitled to the documents as a part of their chain of title, the Escrow Agent shall deliver same to Buyers. This authority shall include a delivery of said papers to a transferee authorized in writing by the Buyers.

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 Buyers.

The Escrow Agent shall have no responsibility whatever to see that Buyers 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 buyers 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 Olathe, Kansas this 29 day of December, 1994.  
Gene N. Cage Martha M. Cage  
**SELLER** Gene N. Cage, Trustee **SELLER** Martha M. Cage, Trustee  
Arlis Bown Marilyn Bown  
**BUYER** Arlis Bown **BUYER** Marilyn Bown

STATE OF IOWA, WARREN COUNTY, ss:  
On this 29<sup>th</sup> day of December, A.D. 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Arlis Bown and Marilyn Bown, husband and wife-----

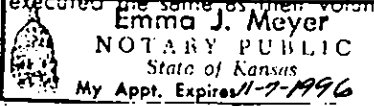
to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Richard B. Clogg  
Richard B. Clogg, Notary Public in and for said County and State

Kansas  
STATE OF ~~IOWA~~, JOHNSON COUNTY, ss:  
On this 29 day of December, A.D. 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gene N. Cage and Martha M. Cage, husband and wife, Trustees of the Gene N. Cage and Martha M. Cage Living Trust

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.



Emma J. Meyer  
Emma J. Meyer, Notary Public in and for said County and State

by it and by them voluntarily executed.  
\_\_\_\_\_  
Notary Public in and for said County and State

**RECEIPT**

The undersigned hereby acknowledge(s) receipt of the above-described legal documents as above designated, agree(s) to act as Escrow Agent for said transaction and to perform pursuant to instruction as above directed.

Dated at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
(Law Firm)  
By: \_\_\_\_\_  
Escrow Agent

NOTE: In the Real Estate Contract—Installments, whether Official Form No.140, No.141, No.143 or No.152 is used, the following should be inserted in the contract:

(Seller shall at once execute this contract and deliver the same with abstract of title for examination and approval to Buyer's attorney whereupon said documents, together with duly executed deed and escrow agreement shall be forwarded to \_\_\_\_\_ Attorneys at Law, of \_\_\_\_\_, Iowa to be held in escrow by them until Buyers have performed this agreement. Upon completion of said performance Sellers, their assigns or representatives, shall advise said Escrow Agents to deliver the deed and abstract to Buyers.)