



ESCROW FOR DEED AND ABSTRACT

TO: FLANDER AND CASPER, 223 East Court, Winterset, Iowa ESCROW AGENT:

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

Warranty Deed dated January 20, 1988

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

South One-third (1/3) of Lot Five (5) in Block
Seventeen (17) of the Original Town of Winterset, **Compared**
Madison County, Iowa *a*

FILED NO. 1514
BOOK 54 PAGE 150

1988 MAR -2 PM 3:35

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee \$15.00

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

Abstract of Title for real estate above described, continued to date of _____ and _____ approved by the Buyers.

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 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.

Compared

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.

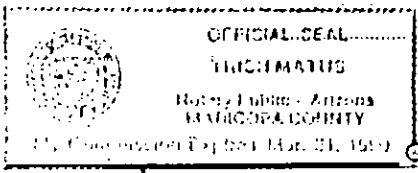
This escrow, power, authority, and direction may similarly be used by any and all members of your firm or successors thereof. You may at any time discharge your responsibility to the sellers and buyers or their respective successors in interest, by 10 _____ days actual notice to them, or written notice 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 Winterset, Iowa, this 23 day of FEB, 1988.

Gene R. Crawford
SELLER Gene R. Crawford
Irene V. Crawford
SELLER Irene V. Crawford
Lawrence A. Bergman
BUYER Lawrence A. Bergman
Phylis A. Bergman
BUYER Phylis A. Bergman

STATE OF ARIZONA Maricopa COUNTY, ss:
On this 25 day of January, A.D. 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gene R. Crawford, Irene V. Crawford,

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. Trish Matus



STATE OF IOWA _____ COUNTY, ss:
STATE OF _____)
COUNTY) SS

On this 18th day of January, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Lawrence A. Bergman and Phylis A. Bergman, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Carol M. Mergen
CAROL M. Mergen Notary Public

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 WINTERSSET IOWA, the 23rd day of FEBRUARY, 1988

Flanagan & Casper (Law Firm)
By: Lawrence A. Bergman
Escrow Agent

NOTE: In the Real Estate Contract—Installments, whether Official Form No. 20, No. 21, No. 21.2 or No. 26 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.)

Exhibit "A"

Copy



WARRANTY DEED

SPACE ABOVE THIS LINE
FOR RECORDER

For the consideration of Sixteen Thousand and no/100 (\$16,000.00) - - - - -
Dollar(s) and other valuable consideration, Gene R. Crawford and Irene V. Crawford, husband and wife

do hereby Convey to Lawrence A. Bergman and Phyllis A. Bergman

the following described real estate in MADISON County, Iowa:

South One-third (1/3) of Lot Five (5) in Block
Seventeen (17) of the Original Town of Winterset,
Madison County, Iowa

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

STATE OF ARIZONA ss:
Maricopa COUNTY,

Dated: JANUARY 20 1988

On this 20 day of JANUARY, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Gene R. Crawford and Irene V. Crawford

Gene R. Crawford
Gene R. Crawford (Grantor)

Irene V. Crawford
Irene V. Crawford (Grantor)

(Grantor)

(Grantor)

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.

[Signature] Notary Public

(This form of acknowledgment for individual grantor(s) only)

Print or type full names under signatures as per Sec. 315.2 Code of Iowa