

QUIT CLAIM DEED

For the consideration of One Dollars (\$1.00) - - - - - and other valuable consideration, Lee Wheeler Jr. and Maxine Wheeler, husband and wife; and, Keith E. Wheeler and Julie Wheeler, husband and wife, do hereby Quit Claim to Rickie L. Gripp and Debra A. Gripp, all our right, title, interest, estate, claim and demand in the following described real estate in Madison County, Iowa:

Commencing at the West Quarter (¼) corner of Section Thirty-four (34), in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, thence South 1,317.2 feet, thence North 89°11' East 1,664 feet to the point of beginning, running thence North 4° 46' West 43 feet, thence North 83°06' East 294.9 feet, thence South 4°03' East 217.1 feet, thence South 86°44' West 292.1 feet, thence North 4°46' West 155.4 feet to point of beginning, containing 1.399 acres,

Grantors further convey and assign to the Grantees all of their right, title and interest in and to an access easement 33.0 feet wide 16.5 feet either side of the following described centerline: Commencing at the west quarter corner of Section Thirty-four (34), thence South 0°00' 1317.2 feet to the point of beginning of the easement; thence North 88°11" East 1664.0 feet to the end of the access easement, which easement was excepted from the conveyance to the Federal Land Bank of Omaha by a deed executed by Grantors and recorded in Book 124 at page 144.

By this conveyance the Grantors specifically intend to, and do hereby release and relinquish any/and all right, restrictions and reservations stated in the contract by and between Lee Wheeler Jr. and Maxine Wheeler as Sellers and Grantees as Buyers and recorded in Book 115 at page 409 and in the warranty deed in which Lee Wheeler Jr. and Maxine Wheeler were named as Grantors and Grantees were named as Grantees and which is recorded in Book 120 at page 218.

Grantors hereby waive their right and option to repurchase the premises, release and relinquish in favor of Grantees the restriction that the house must be sold and removed from the premises if Grantors choose not to repurchase, and title and possession of the underlying real estate would revert to Grantors which was provided for in the contract recorded in Book 115 at page 409 and the Warranty Deed recorded in Book 120 at page 218.

Grantors further release the restriction that the access easement provided for in the contract, recorded in Book 115 at page 409 and the deed recorded in Book 120 at page 218, could not be transferred or assigned and do hereby specifically transfer and convey the right to transfer and assign such easement to the Gripps.

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.

Dated: 11/11/90  
Lee Wheeler Jr.  
Lee Wheeler Jr. (Grantor)  
Keith E. Wheeler  
Keith E. Wheeler (Grantor)

Maxine Wheeler  
Maxine Wheeler (Grantor)  
Julie Wheeler  
Julie Wheeler (Grantor)

STATE OF IOWA )  
                          ) SS  
UNION COUNTY )

On this 11 day of <sup>Nov</sup>~~October~~, 1990, before me the undersigned, a Notary Public in and for said State, personally appeared Lee Wheeler Jr., Maxine Wheeler, Keith E. Wheeler and Julie Wheeler 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.

Union County, Ia  
Carol A. John Notary Public

