

REAL ESTATE TRANSFER
TAX PAID
19
STAMP #
\$ 76.45
Michelle Utzler
RECORDER
6-17-91 Madison
DATE COUNTY

Fee \$5.00
Transfer \$5.00

FILED NO. 2578
BOOK 129 PAGE 3
91 JUN 17 PM 1:54
MICHELLE UTZLER
RECORDER
MADISON COUNTY, IOWA

SPACE ABOVE THIS LINE
FOR RECORDER



WARRANTY DEED

For the consideration of Seventy Thousand and no/100 (\$70,000.00) - - - - -
Dollar(s) and other valuable consideration, Keith L. Reynolds and Jan E. Reynolds,
husband and wife

do hereby Convey to Kevin J. Cole and Cheryl A. Bahl, as Joint Tenants with
Full Rights of Survivorship and not as Tenants in Common

the following described real estate in Madison County, Iowa:

The West 23 acres of the South One-half (1/2) of the Northeast Quarter (1/4) and the South 20.9 acres of the East 22 acres of the West 45 acres of the South One-half (1/2) of the Northeast Quarter (1/4) of Section Twenty-nine (29), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, except for a parcel of land in the South Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-nine (29), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the Northwest Corner of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-nine (29), in Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa; thence North 90°00'00" East, 696.43 feet, along the North line of the Southwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Twenty-nine (29), to the point of beginning; thence continuing along said North line, North 90°00'00" East, 62.57 feet; thence South 03°15'09" West, 66.00 feet; thence North 90°00'00" East, 722.32 feet; thence South 03°15'07" West, 238.89 feet; thence South 90°00'00" West, 658.37 feet; thence North 19°44'26" West, 323.41 feet to the point of beginning, said parcel of land contains 3.950 Acres.

An easement to the water rights in the well located in the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-nine (29), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., which is presently connected by a water line and electrical lines with the real estate described above and being conveyed by this Deed, together with the pump and all other equipment used in connection with said well; and also, an easement across the North Half (1/2) of the Southeast Quarter (1/4) and the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twenty-nine (29), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., for the purpose of maintaining and repairing said well, equipment and lines.

The Grantor reserves water rights to serve the adjoining premises from the well located on the real estate herein described. This reservation includes the right of access to the well, its pump and related lines and accessories from the adjoining premises along the existing water line route together with the right to use the well pump, equipment and accessories running to the adjoining premises. The parties agree Grantor shall share equally the duty to maintain the well, its pump, line and accessories running to the adjoining premises.

These easement rights and reservations between the parties shall be a perpetual covenant running with the land binding upon the Grantor and Grantee, their successors and assigns.

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

STATE OF IOWA

DATED: June 13, 1991

MADISON COUNTY,

On this 13 day of June,
19 91, before me, the undersigned, a Notary Public
in and for said State, personally appeared _____
Keith L. Reynolds and
Jan E. Reynolds

Keith L. Reynolds
Keith L. Reynolds (Grantor)

Jan E. Reynolds
Jan E. Reynolds (Grantor)

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

Michelle Utzler
Notary Public
(This form of acknowledgement for individual grantor(s) only)

(Grantor)

(Grantor)

DEED RECORD 129