



Document 2010 2338

Book 2010 Page 2338 Type 03 001 Pages 4
Date 9/28/2010 Time 12:02 PM
Rec Amt \$24.00 Aud Amt \$5.00
Rev Transfer Tax \$127.20
Rev Stamp# 552 DOV# 620
LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

INDX
ANNO
SCAN
CHEK



\$ 80,000.00

WARRANTY DEED
THE IOWA STATE BAR ASSOCIATION
Official Form #101
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

James E. Van Werden, 1009 Main Street, Adel, IA 50003, Phone: (515) 993-4545

$\frac{3}{4}$ 4P

Taxpayer Information: (Name and complete address)

James E. Van Werden, 1009 Main Street, Adel, IA 50003, Phone: (515) 993-4545

Return Document To: (Name and complete address)

James E. Van Werden, 1009 Main Street, Adel, IA 50003, Phone: (515) 993-4545

Grantors:

James E. Van Werden and Susan L. Van Werden
Lawrence P. Van Werden and Dorothy G. Van Werden
Gretchen M. Otto and Nelson Otto

Grantees:

Richard W. Henry and Betty L. Henry

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Preparer Information James E. Van Werden, 1009 Main, PO Box 99, Adel, IA , (515) 993-4545

Individual's Name

Street Address

City

Phone

Address Tax Statement:

SPACE ABOVE THIS LINE
FOR RECORDER



WARRANTY DEED (Several Grantors)

For the consideration of One (\$1.00)
Dollar(s) and other valuable consideration,
Lawrence P. Van Werden and Dorothy G. Van Werden, husband and wife; James E. Van Werden and Susan L. Van
Werden, husband and wife; and Gretchen M. Otto and Nelson Otto, wife and husband

do hereby Convey to

Richard W. Henry and Betty L. Henry, husband and
wife as joint tenants with full rights of survivorship
and not as tenants in common

the following described real estate in Madison County, Iowa:

See Attached Exhibit "A"

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.

Dated: Sept 9, 2010

Lawrence P. Van Werden
Lawrence P. Van Werden (Grantor)

Dorothy G. Van Werden
Dorothy G. Van Werden (Grantor)

Gretchen M. Otto
Gretchen M. Otto (Grantor)

Nelson Otto
Nelson Otto (Grantor)

James E. Van Werden
James E. Van Werden (Grantor)

Susan L. Van Werden
Susan L. Van Werden (Grantor)

(Grantor)

(Grantor)

STATE OF Iowa, Dallas COUNTY, ss:

On this 9th day of Sept., 2010 before me, the undersigned, a Notary Public in and for said County and said State, personally appeared James E. Van Werden and Susan L. Van Werden, 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.



Nancy Huard
Notary Public

STATE OF IOWA, CLARK COUNTY, ss:

On this 2nd day of September, 2010 before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Lawrance P. Van Werden and Dorothy G. Van Werden, 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.

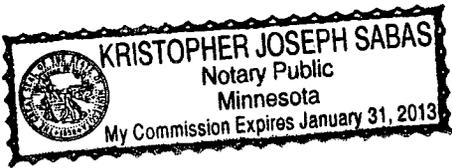


Susan K. Cox
Notary Public

STATE OF MINNESOTA, Hennepin COUNTY, ss:

On this 7th day of September, 2010 before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Gretchen M. Otto and Nelson Otto, wife and husband

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.



Kristopher Joseph Sabas
Notary Public



EXHIBIT "A"

Legal Description:

Parcel "C" in the Northeast Quarter of the Northeast Quarter of Section 17, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Commencing at the Northeast Corner of Section 17, Township 76 North, Range 27 West of the 5th P. M., Madison County, Iowa thence South 01°01'41" West 203.96 feet along in the East line of the Northeast Quarter of said Section 17 to the Point of Beginning; thence continuing South 01°01'41" West 312.65 feet along said East line; thence North 89°46'19" West 330.09 feet; thence North 01°32'02" West 16.55 feet; thence South 87°30'18" West 83.76 feet; thence North 09°29'06" West 317.60 feet; thence South 88°11'42" West 472.39 feet to the Point of Beginning containing 3.21 acres including 0.24 acres of County Road right-of-way.

Easement Legal Description:

Grantors, their heirs and assigns, reserve a 12 ½ foot wide ingress/egress easement which is on Parcel "C" the South line of the retained easement is described hereinafter. Grantors grant to Grantees a 12 ½ foot wide ingress/egress easement of which 12.50 feet is on the adjacent property to the South of Parcel "C". The granting of said easement and retention of said easement covers land that is contiguous and rectangular in shape. The centerline of the easement is described as follows:

A 25.00 foot wide ingress/egress easement of which 12.50 feet is on Parcel "C" and 12.50 feet is from the adjacent property to the South. The centerline of the easement is described as follows:

Commencing at the Northeast Corner of Section 17, Township 76 North, Range 27 West of the 5th P.M.; thence South 01°01'41" West 516.61 feet along the East line of the Northeast Quarter of said Section 17 to the Southeast Corner of Parcel "C" which is the Easement Point of Beginning; thence North 89°46'19" West 250.09 feet along the South line of Parcel "C" to the end of the easement.

There shall be no buildings, plants, structures or obstruction placed on said easement which would impede travel over said easement. Granting of said easement to Grantee shall run with Grantees' land, reservation by Grantors' of the easement shall run with Grantors' land.

FENCE AGREEMENT

Grantors have, or shall fence the non-county road right-of-way perimeter and the non-ingress/egress easement on the South, West and North of said property. Thereafter said fence shall be owned by and maintained by Grantees, their heirs and assigns. .