



Document 2010 2339

Book 2010 Page 2339 Type 03 001 Pages 10

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Rec Amt \$54.00 Aud Amt \$5.00

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK



TRUSTEE WARRANTY DEED

THE IOWA STATE BAR ASSOCIATION

Official Form No. 107

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

$\frac{4}{4}$ 108

Taxpayer Information: (Name and complete address)

Sylvia L. Van Werden, 2418 Lake Street, Lincoln, NE 68502

Return Document To: (Name and complete address)

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

Grantors:

Sylvia L. Van Werden, trustee

Grantees:

Richard W. Henry

Betty L. Henry

See Book 2010, Page 2338 for Transfer Tax.

Legal description: See Page 2

Document or instrument number of previously recorded documents:



TRUSTEE WARRANTY DEED
(Inter Vivos Trust)

For the consideration of \$1.00
Dollar(s) and other valuable consideration,
Sylvia L. Van Werden
(Trustee) ~~(Co-Trustee)~~ of William L. Van Werden and Sylvia L. Van Werden Trust

does 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"

The grantor hereby covenants with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that grantor has 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 grantor covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

The grantor further warrants to the grantees all of the following: That the trust pursuant to which the transfer is made is duly executed and in existence; that to the knowledge of the grantor the person creating the trust was under no disability or infirmity at the time the trust was created; that the transfer by the trustee to the grantees is effective and rightful; and that the trustee knows of no facts or legal claims which might impair the validity of the trust or the validity of the transfer.

Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number according to the context.

Dated this 8 day of Sept, 2010.

William L. Van Werden and
Sylvia L. Van Werden Trust

By: Sylvia L. Van Werden TTEE
(title)

Sylvia L. Van Werden TTEE
Sylvia L. Van Werden

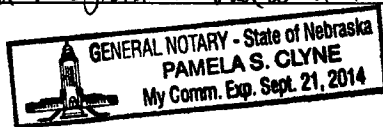
By: _____
(title)

As (Trustee) ~~(Co-Trustee)~~ of
the above-entitled trust

As (Trustee) ~~(Co-Trustee)~~ of
the above-entitled trust

STATE OF Nebraska, COUNTY OF Lancaster.
This instrument was acknowledged before me on Sept 8, 2010.

by Sylvia L. Van Werden
as TTEE
of William L. Van Werden & Sylvia L. Van Werden Trust



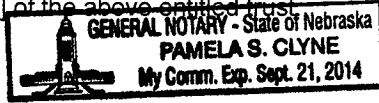
Pamela S. Clyne
9-8-10, Notary Public

Acknowledgment for Individual Trustees

STATE OF NEBRASKA, COUNTY OF LANCASTER

This instrument was acknowledged before me on Sept 8, 2010, by Sylvia L. Van Werden

As [Trustee]~~[Co-Trustee]~~ of the above entitled trust.



Pamela S. Clyne
9-8-10, Notary Public

STATE OF _____, COUNTY OF _____

This instrument was acknowledged before me on _____, _____, by _____

As [Trustee][Co-Trustee] of the above entitled trust.

_____, Notary Public

STATE OF _____, COUNTY OF _____

This instrument was acknowledged before me on _____, _____, by _____

As [Trustee][Co-Trustee] of the above entitled trust.

_____, Notary Public

Acknowledgment for Corporate Trustee

STATE OF _____, COUNTY OF _____

This instrument was acknowledged before me on _____, _____, by _____

as _____ of _____

As [Trustee][Co-Trustee] of the above entitled trust.

_____, 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. .

CERTIFICATION OF TRUST

Pursuant to Iowa Code Ann. § 633A.4604, I, Sylvia L. Van Werden, the trustee of the WILLIAM L. VAN WERDEN AND SYLVIA L. VAN WERDEN TRUST which was executed by William L. Van Werden and Sylvia L. Van Werden, as grantors, January 30, 2006, (the "Trust"), in lieu of providing a copy of the trust instrument to establish the existence or terms of the trust, hereby certify that **Sylvia L. Van Werden** of Lancaster, Nebraska is the sole current acting trustee of the Trust and the trustee has the power to act in the following transaction:

To "sell, convey, grant options to purchase, lease, transfer...or otherwise dispose of any trust asset on any terms deemed advisable, to execute and deliver deeds..."

The following are the provisions which designate **Sylvia L. Van Werden** of Lancaster, Nebraska as trustee and confer upon the trustee the power to act in the pending transaction.

See cover page, pages 1, 6, 9, and 13 of WILLIAM L. VAN WERDEN AND SYLVIA L. VAN WERDEN TRUST AGREEMENT

I hereby further certify that the trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this certification of trust to be incorrect.

As an officer of the sole currently acting trustee of the trust, I hereby swear that the above certification is correct under penalty of perjury.

By: Sylvia L. Van Werden TTEE
Sylvia L. Van Werden

Date: 9-8, 2010.

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

On this 8 day of Sept, 2010, before me, a notary public in and for the State of Nebraska, personally appeared Sylvia L. Van Werden, to me known to be the trustee of the WILLIAM L. VAN WERDEN AND SYLVIA L. VAN WERDEN TRUST, who, under penalty of perjury, acknowledged that she swore to and subscribed the above Certification of Trust as her voluntary act and deed on behalf of trustee of that trust.



Pamela S. Clyne
Notary Public in and for the State of Nebraska
My Comm. Exp.: 9-21-2014

This instrument was prepared by:

James E. Van Werden
Hopkins & Huebner, P.C.
1009 Main Street
Adel, IA 50003

TRUST AGREEMENT

OF

WILLIAM L. AND SYLVIA L. VAN WERDEN

We, WILLIAM L. VAN WERDEN and SYLVIA L. VAN WERDEN, of Lancaster County, Nebraska, do hereby make and execute this Agreement to be known as the WILLIAM L. AND SYLVIA L. VAN WERDEN TRUST AGREEMENT DATED January 30, 2006, hereby creating the "WILLIAM L. AND SYLVIA L. VAN WERDEN TRUST", and we direct that the Trustees hereunder shall hold, manage and distribute the Trust Estate for the uses and purposes and upon the terms and conditions hereinafter set forth.

ARTICLE I - FAMILY HISTORY

The Grantors hereby declare, represent and state that WILLIAM L. VAN WERDEN was born on September 26, 1933; that SYLVIA L. VAN WERDEN, also known as SYLVIA B. VAN WERDEN, was born on March 26, 1936; that as of the date of this Trust Agreement, the Grantors are married to each other; and that the children born of their marriage are a son, CHARLES W. VAN WERDEN, who was born on August 19, 1959, a daughter, LAURA D. HUGHES, who was born on January 9, 1962, and a son, PAUL J. VAN WERDEN, who was born on December 21, 1962.

ARTICLE II - TRUST PROPERTY

A. Initial Trust Property: The Grantors have deposited, or will cause to be deposited with the Trustees the property described in Schedule "A" attached hereto.

B. Additional Trust Property: So long as this agreement remains unrevoked, either the Grantors or any other person with the consent of the Trustees, may make subject to the provisions of this trust agreement any other property by transferring such property to the Trustees hereinafter designated by deed, assignment, bequest, devise, or other means, and if so added, such property shall be subject to the provisions hereof to the same extent as if originally described in Schedule "A" attached hereto.

C. Trust Estate: The property described in Schedule "A" attached hereto, together with any additional trust property which may be subject to the provisions of this agreement pursuant to paragraph B above, all being sometimes hereinafter referred to as the "Trust Estate", and the income therefrom, shall be held by the Trustees in trust and managed and distributed for and upon the trusts, purposes and conditions hereinafter set forth.

ARTICLE III - RIGHTS RESERVED TO GRANTORS

So long as they live, the Grantors, or either of them, individually, shall have the right, which right of a surviving Grantor shall not be revoked, amended or restricted by the death of either Grantor, by instrument in writing delivered to the Trustees:

4. The term "proper health" shall be construed to include medical, dental, drug and nursing costs, as well as all expenses of invalidism and costs of medically prescribed equipment and travel.

5. The term "proper maintenance and support" shall mean the maintenance and support of the income beneficiaries in accordance with their accustomed manner of living.

6. The term "Trustees" means the Trustees originally appointed and accepting the trusts established hereunder, together with all substitute and successor Trustees.

7. The term "issue" shall be limited to lawful issue and shall include descendants by blood and persons conceived but not yet born.

8. The terms "child" and "children" shall mean descendants by blood of the first degree, whether now living or hereafter born.

9. Legally adopted children shall be deemed to be natural born children of their adoptive parents, and terms of kinship or descent used herein shall be construed accordingly.

I. Common Disaster: In the event any person who would be a beneficiary under any provision of this agreement, if he or she should survive the Grantors, should die simultaneously or at about the same time with the Grantors, in or as the result of a common disaster, or simultaneously, or at about the same time in or as the result of a common disaster, or should die irrespective of any common disaster, under such circumstances as rendered it impossible or difficult to determine whether or not such person survived the Grantors, the Grantors direct that for the purposes of the provisions of this trust agreement which are dependent upon such person surviving or not surviving the Grantors, such person or persons shall be deemed to have predeceased the Grantors, and all assets subject to this agreement shall pass and vest hereunder pursuant to such presumption.

ARTICLE VIII - TRUSTEES

A. Appointment of Trustees: The Grantors shall serve as the original Trustees of the trusts created hereunder. In the event one of them should become unable or unwilling for any other reason to serve as a Trustee, then the other one shall serve alone as Trustee of the trusts created hereunder. In the event that both of them should be or become unable or unwilling for any reason to serve as Trustee, the Grantors' son, CHARLES W. VAN WERDEN, shall thereafter serve as Trustee of the trusts created hereunder. In the event he should be or become unable or unwilling for any reason to serve as Trustee, the Grantors' daughter, LAURA D. HUGHES, shall thereafter serve as Trustee of the trusts created hereunder. In the event she should be or become unable or unwilling for any reason to serve as Trustee, the Grantors' son, PAUL J. VAN WERDEN, shall thereafter serve as Trustee of the trusts created hereunder. In the event he should

themselves of such real estate simply to avoid criticism or complaint that they had not acted prudently in retaining such real estate.

B. Hold Uninvested Cash and Unproductive Property: For any periods deemed advisable, to hold cash uninvested, even though the total amount so held is disproportionate under trust investment law or would not be permitted without this provision, and to retain or acquire and hold unproductive realty or personalty.

C. Invest and Acquire: To invest and reinvest trust assets in any type of property or security without regard to the proportion that investments of the type selected may bear to the entire Trust Estate, without limitation to the classes of trust investments authorized by law, and without regard to the possibility that the investments may be in new issues or in new or foreign enterprises. The property acquired may be realty or personalty and may include life insurance, bonds, debentures, leaseholds, options, easements, mortgages, notes, mutual funds, shares or beneficial interests in mortgage trusts, or real estate investment trusts, common trust funds, voting trust certificates, and any class of stock or rights to subscribe for stock, regardless of whether the yield is high or low, or whether or not the new asset produces any income at all. It is intended that they shall have the authority to act in any manner deemed in the best interest of the trust involved, regarding it as a whole, even though certain investments considered alone might not otherwise be proper.

D. Exercise Options and Conversion Privilege: To exercise any options, rights and conversion privileges pertaining to any securities held by them as trust assets.

E. Sell and Lease: To sell, convey, grant options to purchase, lease, transfer, exchange pursuant to Section 1031 of the Internal Revenue Code or otherwise dispose of any trust asset on any terms deemed advisable, to execute and deliver deeds, leases, bills of sale, and other instruments of whatever character, and to take or cause to be taken all action deemed necessary or proper in connection therewith.

F. Lend: On any terms deemed advisable, to lend trust funds to any borrower, including the Personal Representatives of the Grantors' estate, and the beneficiary of any trust created hereunder, and to change the terms of those loans. This authorization includes the power to extend them beyond maturity with or without renewal and without regard to the existence or value of any security therefore, to facilitate payment thereof, to change the interest rate thereof, and to consent to the modification of any guarantee relating thereto.

G. Borrow: To borrow whatever money they deem desirable on any terms from any lender, including themselves, to mortgage, pledge or otherwise encumber as security any asset of the borrowing trust.

H. Term or Duration of Obligation: Incident to the exercise of any power, to initiate or change the terms of collections or of payment of any debt, security, or other obligation of or due to the Trust Estate, upon any terms and for any period including a period beyond the duration or termination of any or all trusts.

