



Document 2012 1242

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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

**Preparer:** Amy J. Skogerson, AT0003683, 413 Grant St., Van Meter, IA 50261, 515.996.4045

**Return To:** Skogerson & Maxwell Leckband, P.C., P.O. Box 252, Van Meter, IA 50261

**Tax Statements To:** Jamie & Amy Llewellyn, 1584 Prairieview Ave., Van Meter, IA 50261

**Grantors:** Joseph E. Herman & Leslie A. Herman

**Grantees:** Jamie Llewellyn & Amy Llewellyn

### ESCROW FOR DEED AND CONTRACT

TO: AMY J. SKOGERSON, ESCROW AGENT:

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

[X] Warranty Deed dated December 7, 2011, with said deed approved as to form by the Buyer, for the following described real property, to-wit:

Lot One (1) of Garner Subdivision, located in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5<sup>th</sup> P.M., Madison County, Iowa,

from the undersigned Seller to the undersigned Buyer.

[X] Exact reproduction of Real Estate Contract hereinafter referred to for the sale of said Real Estate.

All, except the Real Estate Contract, is for delivery to said grantees **when and only when** said contract between Sellers and Buyers is fully performed.

The delivery of this deed is a completed delivery and unconditional, absolute and irrevocable except under the following conditions:

- (a) Forfeiture 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 Buyer.

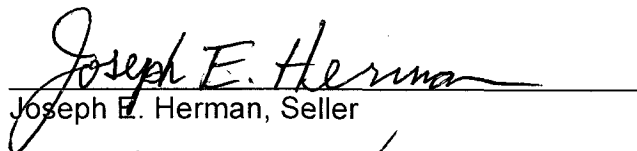
Information in writing to Escrow Agent by either the Seller or her representative that the Real Estate Contract is paid in full shall be complete and sufficient authority to deliver said documents to the Buyers.

The Escrow Agent shall have no responsibility whatsoever 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.

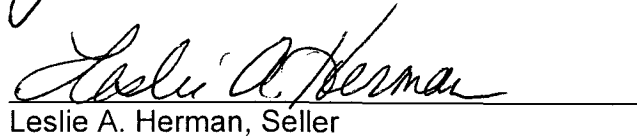
All parties shall share any reasonable expense of the Escrow Agent for services, legal or otherwise, necessarily incurred in carrying out its duties as such.

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 giving ten (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 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: December 7, 2011

  
Joseph E. Herman, Seller

Dated: December 7, 2011

  
Leslie A. Herman, Seller

Dated: December 7, 2011

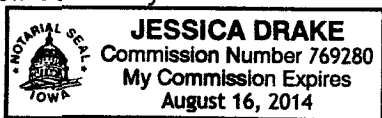
[Signature]  
Jamie Llewellyn, Buyer

Dated: December 7, 2010

[Signature]  
Amy Llewellyn, Buyer

STATE OF IOWA, DALLAS COUNTY, ss:

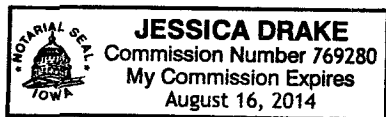
On this 7<sup>th</sup> day of December, 2011, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joseph E. Herman and Leslie A. Herman, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



[Signature]  
Notary Public in and for the State of Iowa

STATE OF IOWA, DALLAS COUNTY, ss:

On this 7<sup>th</sup> day of December, 2011, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jamie Llewellyn and Amy Llewellyn, 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.



[Signature]  
Notary Public in and for the State of Iowa

**RECEIPT**

The undersigned hereby acknowledges receipt of the above-described legal documents as above designated, agrees to act as Escrow Agent for said transaction and to perform pursuant to instruction as above directed.

Dated: 12/8, 2011

SKOGERSON & MAXWELL LECKBAND, P.C.

By: [Signature]  
Amy J. Skogerson, Escrow Agent