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Rec Amt \$12.00 Aud Amt \$5.00

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ANNO  
SCAN

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

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|                             |                 |                                  |              |
|-----------------------------|-----------------|----------------------------------|--------------|
| Return to &<br>Prepared by: | John H. Judisch | P.O. Box 517, Carlisle, IA 50047 | 515/989-3263 |
|                             | Name            | Address                          | Phone        |

**AFFIDAVIT OF RELIANCE - CORRECTED**

STATE OF IOWA     )  
                                   )ss.  
 MADISON COUNTY     )

Re:    See Exhibit "A"

I, Kindra Zaun, being first duly sworn and under oath, state of my own personal knowledge that:

1.     I am the buyer under a Real Estate Contract – Installments Agreement recorded on August 29, 2011 at Book 2011, Page 2290 in the Office of the Madison County, Iowa Recorder, and executed, in part, by Sylvia Van Werden, as Trustee of the William and Sylvia Van Werden Trust, conveying to the undersigned an interest in the above-described real estate (Exhibit "A").

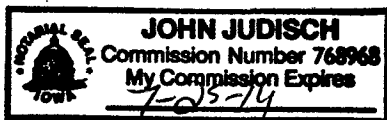
2.     In connection with the execution of the Real Estate Contract – Installments Agreement, Sylvia Van Werden, as Trustee under the Trust, dated January 30, 2006, signed an Individual Trustee’s Affidavit and such Affidavit has been recorded in the office of the Madison County Recorder in Book 2012 at Page 1193.

3.     The undersigned has relied on the Affidavit described in Paragraph 2 and has no notice or knowledge of any adverse claims arising out of the execution and recording of the Real Estate Contract – Installments Agreement from the Trustee referred to in Paragraph 1.

Kindra Zaun  
 Kindra Zaun

Subscribed and sworn to before me this 1 day of May, 2012.

John H. Judisch  
 Notary Public in and for the State of Iowa



## EXHIBIT "A"

Parcel "D" in the Northeast Quarter of the Northeast Quarter of Section 17, Township 76 North, Range 27 West of the 5<sup>th</sup> 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 5<sup>th</sup> P.M., Madison County, Iowa thence South 01°01'41" West 516.61 feet along the East line of the Northeast Quarter of said Section 17 to the Point of Beginning; thence continuing South 01°01'41" West 363.42 feet along said East line; thence North 89°27'38" West 356.48 feet; thence North 00°05'06" East 376.48 feet to a point on the South line of existing Parcel "C"; thence North 87°30'18" West 31.92 feet along a line of existing Parcel "C"; thence South 01°32'02" East 16.55 feet along a line of existing Parcel "C"; thence North 89°46'19" West 330.09 feet along a line of existing Parcel "C" to the Point of Beginning containing 3.00 acres including 0.27 acres of County Road right-of-way.

### Easement Legal Description:

Sellers, their heirs and assigns, reserve a 12.50 foot wide ingress/egress easement which is on Parcel "D" the North line of the retained easement is described hereinafter. Sellers grant to Buyers a 12.50 foot wide ingress/egress easement of which 12.50 feet is on the adjacent property described as Parcel "C". The granting of said easement and retention of said easement covers land that is contiguous and rectangular in shape.

A 25.00 foot wide ingress/egress easement of which 12.50 feet is on Parcel "C" and 12.50 feet is on Parcel "D". 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 5<sup>th</sup> 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 Northeast Corner of Parcel "D" which is the Easement Point of Beginning; thence North 89°46'19" West 250.09 feet along the South line of Parcel "C" which is the North line of Parcel "D" 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 that easement to Buyers shall run with Buyer's land, reservations by Sellers of the easement shall run with the owner of Parcel "C".