



Document 2012 2899

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Date 9/28/2012 Time 10:42 AM

Rec Amt \$12.00 Aud Amt \$5.00

Rev Transfer Tax \$375.20

Rev Stamp# 297 DOV# 318

LISA SMITH, COUNTY RECORDER

MADISON COUNTY IOWA

INDX

ANNO

SCAN

CHEK

**WARRANTY DEED**

**\$235,000**

**Preparer Information:**

Thomas H. Burke  
Whitfield & Eddy, P.L.C.  
317 Sixth Avenue, Suite 1200  
Des Moines, IA 50309- 4195  
(515) 288-6041

**Taxpayer Information:**

**Union State Bank**  
**201 W. Court Avenue**  
**Winterset, IA 50273**

**Return Address:**

Thomas H. Burke  
Whitfield & Eddy, P.L.C.  
317 Sixth Avenue, Suite 1200  
Des Moines, IA 50309- 4195

**Grantors:**

Fareway Stores, Inc.

**Grantee:**

Union State Bank

**Legal Description:**

See page 2

**WARRANTY DEED**

For the consideration of One Dollar(s), and other valuable consideration, **Fareway Stores, Inc., a corporation organized and existing under the laws of Iowa**, does hereby convey to **Union State Bank**, the following described real estate in Madison County, Iowa:

*Lot Two (2) of North Stone Village Plat No. 3, City of Winterset, Iowa*




Grantee agrees for a period of ten (10) years from the date of recording of this Warranty Deed, neither all nor any portion of the property herein shall be used to sell grocery related items, including but not limited to, items such as dairy, fresh meat or produce, beer, wine or liquor, or bakery items such as bread, cookies or cakes. The foregoing restriction is a material portion of the consideration for Grantor's sale of the property to Grantee. This restriction shall run with the land and shall be binding upon all persons acquiring all or any portion of the property whether by descent, devise, purchase or otherwise, and any person, by acceptance of title to all or any portion of the property agrees and covenants to abide by and fully perform the foregoing restrictions. Enforcement shall be by proceedings at law or in equity against any person(s) violation or attempting to violate the covenant set forth in herein.

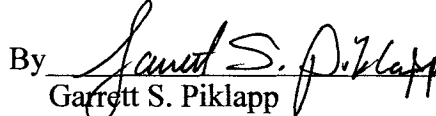
The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

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

Dated: 9-28-12

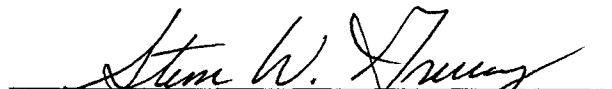
**FAREWAY STORES, INC.**

By   
Richard P. Beckwith  
Its Chairman/CEO

By   
Garrett S. Piklapp  
Its Secretary/General Counsel

STATE OF IOWA, COUNTY OF BOONE) ss.

On this instrument was acknowledged before me on the 28th day of September, 2012 by Richard P. Beckwith, and Garrett S. Piklapp, as Chairman/CEO and Secretary/General Counsel, respectively, of Fareway Stores, Inc.

  
Notary Public in and for the State of Iowa

