Document 2013 3105

Book 2013 Page 3105 Type 03 001 Pages 2
Date 10/15/2013 Time 9:10 AM
Rec Amt \$12.00 Aud Amt \$5.00 INDX
Rev Transfer Tax \$287.20 ANNO
Rev Stamp# 316 DOV# 326 SCAN

INDX / ANNO SCAN

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CYNTHIA J. WILSON
Commission Number 179403
My Commission Expires
May 15, 2016
(This form of acknowledgment for including grantor(s) only)

CHEK

Convey to Don Rav Walker. a/k/a Don R. Walker, and Melissa L.vnn Walker. a/k/a Melissa I. Walker. as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in Madison County, Iowa: See I in Addendum 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: Da						
Return To: G. Stephen Walters, P.O. Box 230, Winterset, IA 50273, (515) 462-3731 Preparer: G. Stephen Walters, P.O. Box 230, Winterset, IA 50273, (515) 462-3731 Taxpayer: Don Ray Walker and Melissa Lynn Walker. 2327 Vintage Lane, St. Charles, IA 50240 WARRANTY DEED - JOINT TENANCY WARRANTY DEED - JOINT TENANCY For the consideration of \$180,00 00 Harley Joe Johnson, II. a/k/a Harley Johnson, II. and Jodi Lynn Johnson. Hushand and Wife do hereby Convey to Don Ray Walker. a/k/a Don R. Walker, and Melissa Lynn Walker. a/k/a Melissa I. Walker. as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in Madison See I in Addendum 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: Date:	1	Official Form No. 103 - Max 2006	G. Stephen	Walters		
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Harley Joe Johnson, II. a/k/a Harley Johnson, II. and Jodi Lynn Johnson. Husband and Wife do hereby Convey to Don Ray Walker. a/k/a Don R. Walker, and Melissa Lynn Walker. a/k/a Melissa I. Walker. as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in Madison County, Iowa: See I in Addendum 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 ferminine gender, according to the context. Dated: Out 3 / 3 Harley Joe Johnson, II. (Grantor) STATE OF	WARRANTY DEED - JOINT TENANCY					
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Harley Joe Johnson. II and Jodi Lynn Johnson Cypoten 9 When			199911101			
Signature of Noteth Public		This record was ac <u>Harley Joe Johnson, II</u> a	knowledged before me this <u>3</u> ad Jodi Lynn Johnson	day of <u>Octrou</u>	, <u>2013_,</u> by	
Signature of Notary Dublic				0	AT. 0 110-4	
				Signature	of Notan Public	

Addendum

1. Parcel "A" located in the Southeast Quarter (¼) of the Southwest Quarter (¼) and in the Southwest Quarter (¼) of the Southeast Quarter (¼) of Section Thirty-four (34), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 10.10 acres, as shown in Amended Plat of Survey filed in Book 2013, Page 2218 on July 29, 2013, in the Office of the Recorder of Madison County, Iowa.

RETAINED EASEMENT. The Sellers hereby retain an easement over the real property covered by the Real Estate Contract for a waterline from the well north of the pond to the Seller's feedlot which is north of the north property line of the Buyers. This easement covers the right of the Sellers to repair and reconstruct the waterline, the well and the pump, and to do such relocation as is necessary or desirable to deal with any obstacles encountered in the course of such work such as large rocks in the path of the waterline. The Sellers should use their best reasonable efforts to not do any serious damage to the Buyer's property in the course of exercising the Seller's rights under this easement, but shall not be liable for reasonably minor damage to the real property and improvements at or around the well and waterline, other than reasonably restoring the area to the condition that it was in prior to the work being done. This easement shall be binding on the parties and on their successors and assigns, and shall run with the land being sold and the land being retained by the Sellers.