

Document 2017 3342

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INDX **ANNO** Rev Transfer Tax \$218.40 **SCAN** Rev Stamp# 457

LISA SMITH, COUNTY RECORDER MADISON COUNTY IOWA

CHEK



TRUSTEE WARRANTY DEED

THE IOWA STATE BAR ASSOCIATION Official Form No. 107 Recorder's Cover Sheet

MFL39658

36,900

**Preparer Information:** (Name, address and phone number)

Phil Watson, Esq. 535 E. Army Post Road Des Moines, IA 50315

Phone: (515) 287-7000

Taxpayer Information: (Name and complete address)

Jack A. Gyles and LaCinda S. Gyles 3307 Hwy 92 Prole, IA 50229

Return Document To: (Name and complete address)

¿ Jack A. Gyles and LaCinda S. Gyles 3307 Hwy 92

Prole, IA 50229

**Grantors:** 

Arthur A. Smith Revocable Trust U/A May 7, 2009

**Grantees:** 

Jack A. Gyles LaCinda S. Gyles

Legal description: See Page 2

Document or instrument number of previously recorded documents:



## TRUSTEE WARRANTY DEED (INTER-VIVOS TRUST)

other valuable consideration, Arthur A. Smith  (Trustee) (Co-Trustees) of the Arthur A. Smith Revocable Trust U/A May 7, 2009 does hereby convey to Jack A. Gyles and LaCinda S. Gyles, as joint tenants with full rights of survivorship and not as tenants in common the following described real estate in Madison County, Iowa: A tract of land located in the Northwest Quarter (1/4) of Section Twenty-four (2/4), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to-wit: Commencing at a point 247 feet South of the Northwest comer of said Section Twenty-four (2/4), running thence South 94 feet, thence East 274 feet, thence North 94 feet, thence West 274 feet to the point of beginning.  Locally known as: 313 Morgan Street, St. Charles, IA 50240  This Deed given in fulfillment of the Real Estate Contract recorded on December 3, 2010, in Book 2010, Page 3060 Madison County Records, and the warranties contained herein extend only to the date of this Contract. No Declaration of Value or Groundwater Hazard Statement required.  This deed is exempt according to lowa Code 428A.2(9).  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 is made is duly executed and in existence; that to the knowledge of the grantor the person of plural number, accordi	For the consideration of $(\$1.00)$	One and No/100 Dollar(s) and
of the Arthur A. Smith Revocable Trust U/A May 7, 2009 does hereby convey to Jack A. Gyles and LaCinda S. Gyles, as joint tenants with full rights of survivorship and not as tenants in common  the following described real estate in Madison County, Iowa: A tract of land located in the Northwest Quarter (%) of the Northwest Quarter (%) of Section Twenty-four (24), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, more particularly described as follows, to-wit: Commencing at a point 247 feet South of the Northwest corner of said Section Twenty-four (24), running thence South 94 feet, thence East 274 feet, thence North 94 feet, thence West 274 feet to the point of beginning.  Locally known as: 313 Morgan Street, St. Charles, IA 50240  This Deed given in fulfillment of the Real Estate Contract recorded on December 3, 2010, in Book 2010, Page 3060 Madison County Records, and the warranties contained herein extend only to the date of this Contract. No Declaration of Value or Groundwater Hazard Statement required.  This deed is exempt according to Iowa Code 428A.2(9).  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.  The grantor further warrants 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 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 th		
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As (Trustee) <del>(Co-Trustee)</del> of the above-entitled trust		
the above-entitled trust		
As (Trustee) (Co. Trustee) of		the above-entitled trust
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		As (Trustee) (Co Trustee) of
the above-entitled trust		As (Trustee) (Co-Trustee) of the above-entitled trust

STATE OF IOWA, COUNTY OF POLK	
	<b>/</b>
as Trustee of the Arthur A. Smith Revocable Trust U/A May	$\sqrt{7,2009}$ $\sqrt{1}$
PHIL WATSON Commission Number 405229 My Commission Expires	Signature of Notary Public
STATE OF, COUNTY OF This record was acknowledged before me on	, by
	Signature of Notary Public
Acknowledgement for Corpo  STATE OF, COUNTY OF  This record was acknowledged before me on	
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as of	,
As (Trustee) (Co-Trustee) of the above entitled trust.	<u> </u>
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