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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA


Return To: John C. Compton, PC, PO Box 8, Strawberry Point, IA 52076

Taxpayer: Charles V. and Susan M. Clayton, PO Box 136, Colesburg, IA 52035

Preparer: John C. Compton, 116 1/2 W. Mission St., PO Box 8, Strawberry Point, IA 52076,
Phone: 563-933-4334



ESCROW FOR RELEASE OF MORTGAGE

TO: JOHN C. COMPTON, ESCROW AGENT:

I hereby deliver to you in escrow the following legal documents and papers for the following described real property, to-wit:

Lot Twenty (20) of Juergen's Subdivision to Colesburg, Iowa, according to plat recorded in Book 2 Plats, Pages 163-164.

from the undersigned Seller(s) to the undersigned Buyer(s).

☐ Abstract of Title for real estate above described, continued to date of _____ and approved by the Buyer(s).

☐ Real estate Contract hereinafter referred to for the sale of said real estate (original or exact reproduction).

☒ Other, specify: Mortgage Release to be filed upon proof of payoff or death of Mortgagee, whichever first occurs.

Mortgage Release is for delivery to said grantees **when and only when** said Mortgagee between said Sellers and Buyers is fully performed.

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

- a) Forfeiture or foreclosure of the Mortgagee 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 Release useless.

- c) All parties or successors in interest give the escrow agent specific directions in writing canceling 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 Buyers.

Information in writing to Escrow Agent by either the Sellers or their representative that the Mortgage is paid in full shall be complete and sufficient authority to deliver said documents to the Buyers. Alternatively, proof of death of the Mortgagee will comprise sufficient authority for delivery of Release.

The Escrow Agent shall have no responsibility whatever 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 his 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 10 (Ten) 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 the 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 at Strawberry Point, Iowa, on August 26, 2021

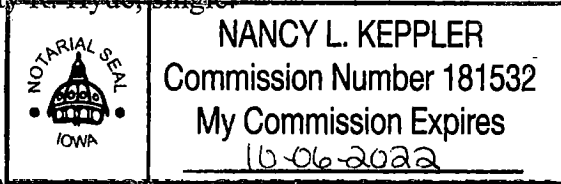
Betty R Hyde
Betty R. Hyde, Seller

Charles V. Clayton
Charles V. Clayton, Buyer

Susan M. Clayton
Susan M. Clayton, Buyer

STATE OF IOWA, COUNTY OF CLAYTON

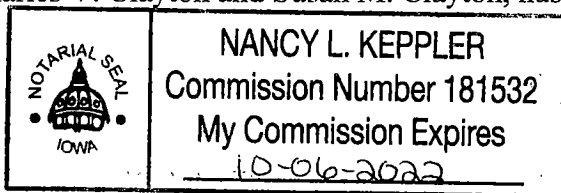
This record was acknowledged before me on 8-26-2021 by
Betty R. Hyde, single.



Nancy L. Keppler
Signature of Notary Public

STATE OF IOWA, COUNTY OF CLAYTON

This record was acknowledged before me on 8-26-2021 by
Charles V. Clayton and Susan M. Clayton, husband and wife.



Nancy L. Keppler
Signature of Notary Public

RECEIPT

The undersigned hereby acknowledge(s) receipt of the above-described legal documents as above designated, agree(s) to act as Escrow Agent for said transaction and to perform pursuant to instruction as above directed.

Dated at Strawberry Point, Iowa, on August 26, 2021

Law Firm: John C. Compton, P.C.

By:

John C. Compton

John C. Compton, Escrow Agent