

Recorded: 4/9/2024 at 11:11:42.0 AM
County Recording Fee: \$137.00
Iowa E-Filing Fee: \$5.56
Combined Fee: \$142.56
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 757

Prepared by: Todd W. Anderson
Simmons Perrine Moyer
Bergman PLC
115-3rd Street SE, Suite 1200
Cedar Rapids, Iowa 52401-1206
Telephone: 319-366-7641
Facsimile: 319-366-1917

Taxpayer/Return Address:
Jonathan M. Campbell, Administrator of the
Mary Ann Campbell Estate
PO Box 241
Yelm, Washington 98597

AFFIDAVIT REGARDING OWNERSHIP OF REAL ESTATE

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

COMES NOW Jonathan M. Campbell, after being duly sworn under oath, and states as follows:

1. This Affidavit pertains to the following described real estate:

Lots Three Hundred Seventy-four (374) and Three Hundred Seventy-five (375), Sand Spring, Iowa, same being a part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section Twenty-seven (27), Township Eighty-seven (87), North, Range Three (3), West of the 5th Principal Meridian, Delaware County, Iowa

(the "Real Estate").

2. Pursuant to the document attached hereto as Exhibit "A," Ann M. Conner became the owner of the Real Estate as of May 8, 1954.

3. Ann M. Conner died Intestate on September 24, 1975. At the time of her death, Ann M. Conner and John C. Conner were married to each other. John C. Conner survived Ann M. Conner.

4. At the time of her death, Ann M. Conner had four (4) children (all of whom were the children of Ann M. Conner and John C. Conner), namely Richard Conner,

Thomas Conner, Velma O'Heron and Mary Ann Campbell. All four (4) of such children survived Ann M. Conner.

5. No administration of Ann M. Conner's estate was commenced or undertaken following the death of Ann M. Conner.

6. Pursuant to the laws of intestate succession, John C. Conner became the sole owner of the Real Estate following the death of Ann M. Conner.

7. This Affidavit is being filed of record consistent with Title Standard 9.8 of the Iowa Land Title Standards to evidence that title to the Real Estate transferred to John C. Conner following the death of Ann M. Conner.

8. On November 4, 1975, John C. Conner died intestate, leaving as his heirs his four (4) children, namely Richard Conner, Thomas Conner, Velma O'Heron and Mary Ann Campbell. John C. Conner was not married on the date of his death.

9. The intestate administration of the Estate of John C. Conner was previously established in the Iowa District Court in and for Linn County as Probate No. P2762, however, (a) the Real Estate was not conveyed out of the John C. Conner Estate during the initial administration of such Estate, and (b) the paper file pertaining to such Estate administration was destroyed by the Cedar River during the 2008 flood that impacted Cedar Rapids, Iowa.

10. Following the reopening of the Estate of John C. Conner, a clerk of the Iowa District Court in and for Linn County discovered a copy of an Order Approving Final Report, dated March 14, 1986, that was signed by Thomas M. Horan, Judge of the Sixth Judicial District of Iowa, relating to the Estate of John C. Conner. A copy of such Order Approving Final Report is attached to this Affidavit as Exhibit "B."

11. The attached Order Approving Final Report contains a ruling by the Court that title to the following described real estate:

West one-half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$), Section 24, and the West one-half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$), Section 13, all in Township 83 North, Range 6 West of the 5th P.M., Linn County, Iowa, subject to the public highway

AND

Lots Three Hundred Seventy-four (374) and Three Hundred Seventy-five (375), Sand Spring, Iowa, same being a part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-seven (27), Township Eighty-seven

(87), North, Range Three (3), West of the 5th Principal Meridian, Delaware County, Iowa,

vested, in accordance with the laws of intestate succession, as follows:

One-fourth (1/4) in Richard Conner
One-fourth (1/4) in Thomas Conner
One-fourth (1/4) in Thelma (sic) O'Heron
One-fourth (1/4) in Mary Campbell

12. A Court Officer Deed dated August 2, 2017 and filed of record on August 14, 2017 in Book 2017 at Page 2201 in the office of the Delaware County, Iowa Recorder, a copy of which is attached hereto as Exhibit "C", evidenced the transfer of a one-fourth (1/4) interest in the Real Estate from Jonathan M. Campbell, as Administrator of the John C. Conner Estate, to each of Richard Conner, Thomas Conner, Velma O'Heron a/k/a Thelma O'Heron and Mary Campbell a/k/a Mary Ann Campbell.

13. A Quit Claim Deed filed of record on December 29, 1976 in Book 37 at Page 184 in the office of the Delaware County, Iowa Recorder was signed by Richard Conner conveying his one-fourth (1/4) interest in the Real Estate to Thomas Conner. A copy of such Quit Claim Deed is attached hereto as Exhibit "D."

14. Following the recording of the Quit Claim Deed referenced above in paragraph 13, a Quit Claim Deed dated February 21, 1979 and filed of record on March 2, 1979 in Book 39 at Page 448 in the office of the Delaware County, Iowa Recorder was signed by Thomas Conner conveying his one-half (1/2) interest in the Real Estate to Velma O'Heron. A copy of such Quit Claim Deed is attached hereto as Exhibit "E."

15. Following the recording of the Quit Claim Deed referenced above in paragraph 14, Velma O'Heron was the owner of three-fourths (3/4) of the Real Estate and Mary Ann Campbell was the owner of one-fourth (1/4) of the Real Estate.

16. Mary Ann Campbell died intestate on March 11, 2013. Mary Ann Campbell was not married on the date of her death and was survived by her three (3) children, Jonathan M. Campbell, Jerome P. Campbell, and Bethany Grace f/k/a Christine A. Campbell.

17. The domiciliary Estate of Mary Ann Campbell was established and is currently pending in the Superior Court of Washington, County of Thurston, Family and Juvenile Court (the "Washington Estate"). Jonathan M. Campbell has been appointed and is currently serving as Administrator of the Washington Estate.

18. The ancillary Estate of Mary Ann Campbell was established and is currently pending in the Iowa District Court in and for Linn County (the "Iowa Estate"). Jonathan M. Campbell has been appointed and is currently serving as Administrator of the Iowa Estate.

19. Pursuant to the laws of intestate succession, the one-fourth (1/4) interest in the Real Estate owned by Mary Ann Campbell on the date of her death passed to Jonathan M. Campbell, Jerome P. Campbell and Bethany Grace f/k/a Christine A. Campbell as a result of the death of Mary Ann Campbell.

20. On October 11, 2019, Jerome P. Campbell died intestate. Such death occurred during the administrations of the Washington Estate and the Iowa Estate.

21. Bethany Grace f/k/a Christine A. Campbell was appointed as the Administrator of the Estate of Jerome P. Campbell in Nebraska (the "Nebraska Estate").

22. Jerome P. Campbell was unmarried on the date of his death and he had no descendants who survived him. Accordingly, Jonathan M. Campbell and Bethany Grace f/k/a Christine A. Campbell are the equal beneficiaries of the Nebraska Estate.

23. In an effort to facilitate the closing of the Nebraska Estate while a partition action was being undertaken in the Iowa Estate (which partition action involved real estate in Linn County, Iowa and had no involvement with the Real Estate that is the subject of this Affidavit), a Distribution Agreement was entered into by and between (a) the Administrator of the Washington Estate, (b) the Administrator of the Iowa Estate, (c) the Administrator of the Nebraska Estate, (d) Jonathan M. Campbell, and (e) Bethany Grace f/k/a Christine A. Campbell. Such Distribution Agreement was approved by the Court in the Iowa Estate (see the Application to Approve Distribution Agreement and the Order Approving Application to Approve Distribution Agreement attached hereto as Exhibits "F" and "G", respectively). In essence, the Distribution Agreement states that as a result of the death of Jerome P. Campbell (a) Jonathan M. Campbell and Bethany Grace f/k/a Christine A. Campbell are the equal beneficiaries and sole distributees of the assets held in the Washington Estate, the Iowa Estate and the Nebraska Estate, and (b) no assets are to be distributed from the Washington Estate or the Iowa Estate to Jerome P. Campbell or to the Nebraska Estate.

24. Following the execution of the Distribution Agreement and obtaining Court approval of the Distribution Agreement referenced above in paragraph 23, Bethany Grace f/k/a Christine A. Campbell legally changed her name to Bethany Victory.

25. As a result of the forgoing, the one-fourth (1/4) interest in the Real Estate held in the Iowa Estate will be distributed from the Iowa Estate equally to Jonathan M. Campbell and to Bethany Victory (f/k/a Bethany Grace f/k/a Christine A. Campbell).

26. Per the Delaware County Assessor, the current and proper legal description of the Real Estate is as follows:

Lots Three Hundred Seventy-four (374) and Three Hundred Seventy-five (375), Sand Spring, Iowa, except the West Seven (7) feet thereof, same being a part of the Southwest

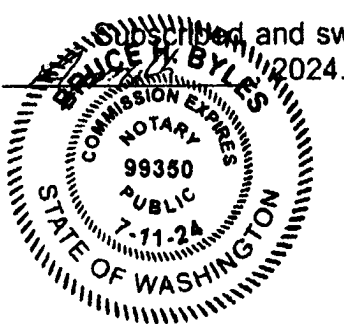
Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section Twenty-seven (27), Township Eighty-seven (87), North, Range Three (3), West of the 5th Principal Meridian, Delaware County, Iowa.

Accordingly, the Court Officer Deed to be signed by the Administrator of the Iowa Estate conveying the one-fourth (1/4) interest in the Real Estate held in the Iowa Estate equally to Jonathan M. Campbell and to Bethany Victory (f/k/a Bethany Grace f/k/a Christine A. Campbell) will include the legal description set forth above in this paragraph 26.

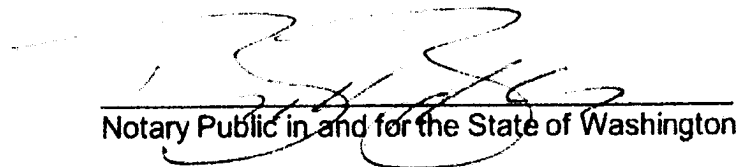
Further this affiant sayeth not.


Jonathan M. Campbell

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)



Subscribed and sworn to before me by Jonathan M. Campbell this 3 day of March, 2024.


Notary Public in and for the State of Washington

Administrator's, Executor's, Guardian's and Sheriff's Deed Record, Town Lots, No. 5.

25-10-94 FROM

Mrs Anna Connor

TO

Anna M. Connor

Filed for Record this 25 day of March

J. D. 1954, at 9:51 o'clock A. M.

Public Sale

By

Recording Fee, \$ 2.00

Recorder.

Deputy.

Know all Men by These Presents:

THAT WHEREAS, On the 25 day of March A. D. 1954
 of the Estate of Mrs Anna Connor
 late of the County of Delaware within the State of Iowa, now deceased, filed his
 petition in the District Court of Iowa, within and for the County of Delaware, against the
 heirs-at-law of said decedent, praying for an order of said Court directing him to make sale of the real estate of said decedent, to-wit:

Lots 374 and 375 except the Northeast (7) feet thereof
 in Sand Springs, in Delaware County, Iowa.

R. H. Newman
 Clerk of District Court
 May 15, 1954
 Delaware County, Iowa

And whereas, it appearing to the Court that a sale of said real estate was necessary for the payment of the debts of said decedent's estate, it
 was by said Court ordered, adjudged and decreed that the said estate administrator, Mrs Anna Connor, proceed to make sale of said real estate aforesaid at public sale; and whereas, the said premises were advertised to be sold on the 30th day of
 April A. D. 1954, at public auction; and whereas, said premises were then and there sold to
 Anna M. Connor
 for the sum of Twelve Hundred Seventy and no/100 (\$1,270.00) dollars,
 he being the highest and best bidder therefor; and said sum having been paid by the said Anna M. Connor
 and whereas, the said Court afterwards approved
 and confirmed the sale, and ordered the said administrator, Mrs Anna Connor,
 to make and execute a deed to the said Anna M. Connor
 for said premises, according to the statute in such case made and provided.

NOW THEREFORE, I, Mrs Anna Connor, as Administrator
 of the estate of Mrs Anna Connor, deceased, as aforesaid, in consideration
 of the sum of Twelve Hundred Seventy and no/100 (\$1,270.00) dollars,
 to me in hand paid, the receipt whereof is hereby acknowledged, and by virtue of the powers in me vested by law, and by the order of said Court,
 do hereby grant, bargain, sell and convey unto the said Anna M. Connor
 the real estate aforesaid, with all and singular the appurtenances thereunto belonging. To have and to hold the same unto the said
 Anna M. Connor, his heirs and assigns forever.

IN TESTIMONY WHEREOF, I, Mrs Anna Connor, as such
 Administrator, have hereunto set my hand and seal this 25th day of
 May A. D. 1954

Administrator of the Estate of Mrs Anna Connor
 Deceased.

STATE OF IOWA, Delaware County, SS.

BE IT REMEMBERED, that on the 1 day of May A. D. 1954 before the undersigned, a
 Notary Public within and for said County, personally appeared Mrs Anna Connor, deceased,
 of the estate of Mrs Anna Connor, deceased,
 to me personally known to be the identical person whose name subscribed to the foregoing deed
 as Grantor, and acknowledged the same to be a voluntary act and deed, and that she executed
 the same for the purposes therein mentioned.

WITNESS my hand and seal this day last above written.

Anna M. Connor
 Notary Public

STATE OF IOWA, DELAWARE COUNTY, SS.

IN THE DISTRICT COURT OF SAID COUNTY

I, R. H. Newman, Clerk of the District Court in and for said County,
 do hereby certify that the foregoing deed executed by Mrs Anna Connor
 etc., as stated therein, to Anna M. Connor
 having been by the said Anna M. Connor returned into Court for approval, and it appearing to the Court that the said Anna M. Connor
 has complied with all the requirements of the law, and of this Court in making such sale and conveyance, it was
 therefore ordered that the said sale and the foregoing deed of conveyance be and the same were on the 15th
 day of May 1954, approved by said Court.

WITNESS my hand and the seal of said Court hereto filed, this 15 day of May
 A. D. 1954

R. H. Newman
 Clerk of District Court

Deputy.

Exhibit
 A

VOL. 718

IN THE DISTRICT COURT OF IOWA IN AND FOR LANE COUNTY

IN THE MATTER OF THE ESTATE OF PROBATE NO. 22767

OF ORDER APPROVING FINAL
JOHN C. DUNN, DECEASED REPORT

AND NOW on this 14th day of March, 1938, the above
entitled matter coming on to hearing in accordance with the rules of
this Court and the laws of the State of Iowa upon the Final Report
of the Administrator; whereupon this matter proceeds to final hearing;
the Court having examined the records, heard the evidence and being
fully advised in the premises, FINDS, ORDERS, ADJUDGES and DECREES as
follows:

1. That the statements and allegations in the Final Report filed
by the Administrator are true and correct.
2. That the Administrator has duly filed inventory and published
notice of appointment as required by law; that more than six months have
elapsed since the completion of publication of such notice, proof thereof
being now on file.
3. That all of the persons interested in this Estate have been
given notice of the hearing on the Final Report as provided for in a
previous Order of this Court and in accordance with the laws of the
State of Iowa, proof thereof being now on file. The Court has jurisdiction
over the interested parties and the subject matter of this Estate.
4. That all of the statutory requirements pertaining to taxes
have been complied with in accordance with the laws of the United
States of America and the laws of the State of Iowa, including those
applicable provisions pertaining to income tax, inheritance tax and
personal property taxes.
5. That all just debts and claims filed in this Estate have been
paid or otherwise disposed of as provided for by the laws of the
State of Iowa. Any further claims against the Estate are barred by the
Statute of Limitations.
6. That costs and expenses of administration have been paid in
full.

That the Administrator has submitted an accounting of all assets and personal assets coming into his hands from the Estate showing therein details of the assets, the disbursement of the assets and the amount of assets on hand for distribution. That said accounting is true and correct and that distribution of the assets should be made according to the laws of intestate succession of the State of Iowa as follows:

one-fourth (1/4) each to Richard Conner, Thomas Conner, Thelma O'Haron and Mary Campbell

8. That there is no conservator or trustee for any of the distributees named herein.

9. That title to the following described real estate, to-wit:

WEST ONE-HALF (1/2) OF THE NORTHEAST QUARTER (NE 1/4) SECTION 24 AND THE WEST ONE-HALF (1/2) OF THE SOUTH-EAST QUARTER (SE 1/4) SECTION 13, TOWNSHIP 03, RANGE 6, WEST OF THE 5th P.M. IN LINN COUNTY, IOWA

and

LOTS THREE HUNDRED SEVENTY-FOUR (374) AND THREE HUNDRED SEVENTY-FIVE (375), SAND SPRING, IOWA: SAME BEING A PART OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION TWENTY-SEVEN (27), TOWNSHIP EIGHTY-SEVEN (87), NORTH, RANGE THREE (3), WEST OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA

said real property vests in accordance with the laws of intestate succession as follows:

one-fourth (1/4) in Richard Conner
one-fourth (1/4) in Thomas Conner
one-fourth (1/4) in Thelma O'Haron
one-fourth (1/4) in Mary Campbell

10. That the Final Report of the Administrator be in the same is hereby approved and ratified including all acts in conduct of said Administrator and said Administrator is discharged as such and that said Estate is hereby finally settled and closed.

after payment of Court Costs all bonds are exonerated.

Thelma M. Haran
JUDGE OF THE SIXTH JUDICIAL DISTRICT OF
IOWA

Entered for taxation 14th day
of August A.D. 2017
By Carol K. Zerby Auditor
P. H. Anderson Deputy

Book 2017 Page 2201
Document 2017 2201 Type 03 004 Pages 2
Date 8/14/2017 Time 1:32:20PM
Rec Amt \$12.00 Aud Amt \$5.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Todd W. Anderson
Elderkin & Pirmie, P.L.C.
PO Box 1968
Cedar Rapids, Iowa 52406-1968
Telephone: 319-362-2137
Facsimile: 319-362-1640

Taxpayer/Return Address:
Jonathan M. Campbell, Administrator of the
Mary Ann Campbell Estate
10503 Creek Street SE, Unit 241
Yelm, Washington 98597

Todd W. Anderson ISBA # AT0000450

SPACE ABOVE THIS LINE
FOR RECORDER

COURT OFFICER DEED

IN THE MATTER OF
THE ESTATE OF
JOHN C. CONNER, Deceased.

Now pending in the Iowa District Court in and for Linn County, Probate No.
ESPR002762.

Pursuant to the authority and power vested in the undersigned and in consideration of One Dollar (\$1.00) and other valuable consideration, the undersigned, in the representative capacity designated below, hereby conveys a one-fourth (1/4) interest in the following described real estate to each of Richard Conner, Thomas Conner, Velma O'Heron a/k/a Thelma O'Heron and Mary Campbell a/k/a Mary Ann Campbell:

Lots Three Hundred Seventy-four (374) and Three Hundred Seventy-five (375), Sand Spring, Iowa, except the West Seven (7) feet thereof, same being a part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section Twenty-seven (27), Township Eighty-seven (87), North, Range Three (3), West of the 5th Principal Meridian, Delaware County, Iowa,

together with all easements and servient estates appurtenant thereto, and subject to covenants, easements and restrictions of record.

As this Court Officer Deed represents a distribution from an estate to heirs at law, it is exempt (a) from real estate transfer tax and declaration of value requirements

pursuant to Iowa Code §428A.2(20) (2017), and (b) groundwater hazard statement requirements pursuant to Iowa Code §455B.172(11)(a)(3).

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.

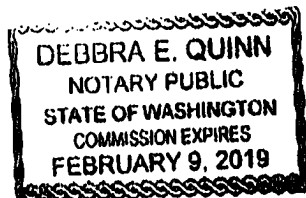
Dated: 8/2, 2017

ESTATE OF JOHN C. CONNER

By: Jonathan M. Campbell
Jonathan M. Campbell, Administrator

STATE OF WASHINGTON)
) ss:
COUNTY OF THURSTON)

On this 2nd day of August, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Jonathan M. Campbell, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.



Debora E. Quinn
Notary Public in and for the State of Washington

Debora E. Quinn
exp 2-9-19



QUIT CLAIM DEED

Know All Men by These Presents: That Richard Conner, a single person

in consideration* of the sum of
One dollar and other good and valuable considerations
in hand paid do hereby Quit Claim unto Thomas Conner

Grantees' Address: Rural Route Mt. Vernon, Iowa
all our right, title, interest, estate, claim and demand in the following described real estate situated in
Delaware County, Iowa, to-wit:

Lots Three Hundred Seventy-four (374) and Three Hundred
Seventy-five (375), Sand Spring, Iowa: Same being a part of
the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$)
of Section Twenty-seven (27), Township 87, North, Range 3,
West of the 5th principal Meridian.

Consideration less than \$500.00. No Transfer Stamps needed.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the
above described premises.

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

Signed this 2 day of DECEMBER 1967

* Real Estate Transfer Tax: See Chapter 489B
The Code, 1973.

Richard Conner

STATE OF IOWA, COUNTY OF DELAWARE ss.

On this 2 day of DECEMBER A. D. 1967
before me, the undersigned, a Notary Public in and for the
State of Iowa, personally appeared Richard Conner

(Grantees' Address)

I do hereby certify that I am known to be the identical persons named in and who executed
the foregoing instrument, and acknowledged that they executed
the same as their voluntary act and deed.

Robert J. Wilson Notary Public in and for the State of Iowa

From the above named Grantors to the above named Grantees:

STATE OF IOWA } Filed for record this _____ day of _____, A. D. 19____
COUNTY OF } ss at _____ o'clock _____ M., and recorded in Book _____ of _____
on page _____

FEE, \$ _____ Paid

Deputy

Recorder

Exhibit
D

WHEN RECORDED RETURN TO _____

(Name)

OFF. No. 320-1524

FILED FOR RECORD THE

DAY OF STATE OF IOWA, DELAWARE COUNTY

RECORDING FEE \$ 2.50

December

76

AT

2:34

Joan Sheppard

Recorder

TRANSFER FEE \$ 1.00

O'CLOCK P. M. BOOK

37

PAGE

184

By

FLD

Deputy

TO THE RECORDER:
ONLY TO THE EXTENT THAT ONE OR BOTH OF THE ACKNOWLEDGMENTS HEREUNDER ARE DULY EXECUTED SHOULD
THE PRINTED MATTER BELOW BE MADE OF RECORD AS A PART OF THIS DEED.

STATE OF _____ COUNTY, ss:

On this _____ day of _____, A. D. 19____, before me, the undersigned, a Notary
Public in and for said County and State, personally appeared _____

to me known to be the identical persons named in and who executed the
foregoing instrument, and acknowledged that they executed the same as their
voluntary act and deed.

_____, Notary Public in and for said County and State

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, A. D. 19____, before me, the undersigned, a Notary
Public in and for said County and State, personally appeared _____ and
_____ to me personally known, who, being by me duly sworn, did say that
they are the _____ and _____ respectively, of said corporation;
that (no seal has been procured by the said) corporation; that said instrument was signed (and sealed) on behalf
(the seal affixed thereto is the seal of said)
of said corporation by authority of its Board of Directors; and that the said _____ and
_____ as such officers acknowledged the execution of said instrument to be the volun-
tary act and deed of said corporation, by it and by them voluntarily executed.

_____, Notary Public in and for said County and State

Quit Claim Deed

Richard Conner

TO

Thomas Conner

Entered upon transfer books and for taxation

this 5 day of January 1922

Sharon D. Dillman, Auditor

By Charles Madison, Deputy
fee \$1.00 D-59

Filed for record, indexed and delivered to

County Auditor this _____ day

of _____ 19____

at _____ DELAWARE COUNTY, IOWA

Book _____ and _____

of _____

Recorder's and Auditor's fee PAID.

Auditor

By _____ Deputy

WHEN RECORDED RETURN TO

Thomas Conner

R R 2

Mt Vernon, Iowa 52314



QUIT CLAIM DEED

Know All Men by These Presents: That Thomas Conner, a single person

_____ in consideration* of the sum of
One Dollar and other good and valuable consideration
in hand paid do hereby Quit Claim unto Velma O'Heron,

Grantees' Address: 4422 W. Ave. 41, Los Angeles, Calif. 90065
all our right, title, interest, estate, claim and demand in the following described real estate situated in
Delaware County, Iowa, to-wit:

Lots Three Hundred Seventy-four (374) and Three Hundred
Seventy Five (375), Sand Spring, Iowa: Same being a part
of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter
(NE $\frac{1}{4}$) of Section Twenty Seven (27), Township 87, North,
Range 3, West of the 5th Principal Meridian.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the
above described premises.

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

* Real Estate Transfer Tax: See Iowa Code, Chapter 428A.

Dated February 21, 19 79

Thomas Conner
Thomas Conner
RR #2

(Grantor's Address)
Mt. Vernon, Iowa 52314

Dated _____, 19 ____

Exemption #11

Dated _____, 19 ____

(Grantor's Address)

(Grantor's Address)

STATE OF IOWA, COUNTY OF LINN, ss:

On this 21st day of February, A. D. 19 79, before me, the undersigned, a Notary
Public in and for said County and State, personally appeared Thomas Conner, a single person

to me known to be the identical persons named in and who executed the
foregoing instrument, and acknowledged that they executed the same as their
voluntary act and deed.

Robert F. Wilson
Notary Public in and for said County and State

FILE No. 163-2209 FILED FOR RECORD THE 2 DAY OF STATE OF IOWA, DELAWARE COUNTY
March, 19 79 AT 12:27
RECORDING FEE \$ 3.00 P. M. BOOK 39 PAGE 448 By TLD
TRANSFER FEE \$ 1.00 O'CLOCK

Please
type
or
print
name
under
signature
lines
as per
Code
Iowa
South
336.1

Exhibit
E

163-2209

Quit Claim Deed

Thomas Connor

TO

Velma O'Heron

Entered upon transfer books and for taxation

this 6 day of March 1979

Sharon McCauley Auditor

By Fee \$1.00 Judy Zabe Deputy

Filed for record, indexed and delivered to

County Auditor this 23 day

of 1979

at 00:00 M. and recorded in

Book of 448

of 2 County Records.

Recorder's and Auditor's fee \$ PAID.

Auditor

By Deputy

WHEN RECORDED RETURN TO

Velma O'Heron

4422 W. Ave. 41

Los Angeles, Calif. 90065

TO THE RECORDER:
ONLY TO THE EXTENT THAT ONE OR BOTH OF THE ACKNOWLEDGMENTS HEREUNDER ARE DULY EXECUTED SHOULD
THE PRINTED MATTER BELOW BE MADE OF RECORD AS A PART OF THIS DEED.

STATE OF _____ COUNTY, ss:

On this _____ day of _____, A. D. 19 _____, before me, the undersigned, a Notary
Public in and for said County and State, personally appeared _____

to me known to be the identical persons named in and who executed the
foregoing instrument, and acknowledged that they executed the same as their
voluntary act and deed.

_____, Notary Public in and for said County and State

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, A. D. 19 _____, before me, the undersigned, a Notary
Public in and for said County and State, personally appeared _____ and

_____ to me personally known, who, being by me duly sworn, did say that
they are the _____ and _____ respectively, of said corporation;

that (no seal has been procured by the said) corporation; that said instrument was signed (and sealed) on behalf
(the seal affixed thereto is the seal of said)

of said corporation by authority of its Board of Directors; and that the said _____ and

_____ as such officers acknowledged the execution of said instrument to be the volun-
tary act and deed of said corporation, by it and by them voluntarily executed.

_____, Notary Public in and for said County and State

IN THE IOWA DISTRICT COURT IN AND FOR LINN COUNTY

IN THE MATTER OF

THE ESTATE OF

MARY ANN CAMPBELL

Deceased.

) Probate No. ESPR038718

**) APPLICATION TO APPROVE
) DISTRIBUTION AGREEMENT**

COMES NOW Jonathan M. Campbell, in his capacity as Administrator of the Estate of Mary Ann Campbell (the "Administrator"), by and through his undersigned counsel, and hereby states to the Court as follows:

1. Mary Ann Campbell died on March 11, 2013 and the Iowa ancillary Estate of Mary Ann Campbell ("Mary Ann's Estate") was established on October 6, 2015.

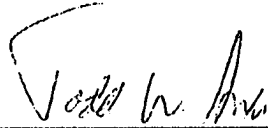
2. There are certain matters involving Mary Ann's Estate that the parties interested in such Estate have settled, subject to Court approval, consistent with the terms set forth in a Distribution Agreement, the form of which Distribution Agreement is attached hereto as Exhibit "A" (the "Distribution Agreement").

3. Subject to the approval of the Court, the Administrator and all of the residuary beneficiaries of Mary Ann's Estate, or their legal representatives, have signed the Distribution Agreement.

4. The Administrator states that the approval by the Court of the Distribution Agreement in Mary Ann's Estate serves the best interests of Mary Ann's Estate as well as the beneficiaries of Mary Ann's Estate.

WHEREFORE, Jonathan M. Campbell, as Administrator of Mary Ann's Estate, by and through his undersigned counsel, respectfully requests that the Court:

1. Approve the Distribution Agreement and all of the terms and provisions set forth therein.
2. Confirm and approve the Administrator's execution of the Distribution Agreement on behalf of Mary Ann's Estate.
3. Authorize and direct the Administrator to effectuate and implement each of the obligations, responsibilities and requirements of the Distribution Agreement and to sign all documents needed to effectuate and implement the Distribution Agreement.
4. Approve the relief requested in this Application in all respects without further notice or a hearing.
5. Enter any additional orders or relief as may be just or equitable in the premises.



Todd W. Anderson AT0000450
LYNCH DALLAS, PC
526 Second Avenue SE
PO Box 2457
Cedar Rapids, IA 52406-2457
Phone: (319) 365-9101
Fax: (319) 365-9512
e-mail: tanderson@lynchdallas.com
Attorney for Jonathan M. Campbell, Administrator
of the Estate of Mary Ann Campbell

DISTRIBUTION AGREEMENT

This Distribution Agreement (the "Agreement") is entered into on the 2nd day of July, 2021, by and between Jonathan M. Campbell in his capacity as Administrator of the Estate of Mary Ann Campbell in the State of Washington (the "Washington Administrator"), Jonathan M. Campbell in his capacity as the Administrator of the Estate of Mary Ann Campbell in the State of Iowa (the "Iowa Administrator"), Bethany Grace f/k/a Christine A. Campbell in her capacity as Administrator of the Estate of Jerome P. Campbell (the "Nebraska Administrator"), Jonathan M. Campbell, individually ("Jonathan"), and Bethany Grace f/k/a Christine A. Campbell, individually ("Bethany") (which entities and individuals named above are hereinafter collectively referred to as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, the Washington Administrator is currently serving as Administrator of the Estate of Mary Ann Campbell that is currently pending in the Superior Court of Washington, County of Thurston, Family and Juvenile Court (the "Washington Estate");

WHEREAS, the Iowa Administrator is currently serving as the Administrator of the Iowa ancillary administration of the Estate of Mary Ann Campbell that is currently pending in the Iowa District Court in and for Linn County (the "Iowa Estate");

WHEREAS, the Nebraska Administrator is currently serving as the Administrator of the Estate of Jerome P. Campbell that is currently pending in the County Court of Sarpy County, Nebraska PR19-428 (the "Nebraska Estate");

WHEREAS, the equal beneficiaries of the Washington Estate and equal beneficiaries of the Iowa Estate are Jonathan, Bethany and Jerome P. Campbell ("Jerome");

WHEREAS, Jerome died on October 11, 2019;

WHEREAS, the equal beneficiaries of the Nebraska Estate are Jonathan and Bethany;

WHEREAS, a partition action is currently pending in the Iowa Estate (the "Partition Action"). The Partition Action will not be resolved for several months;

WHEREAS, neither the Washington Estate nor the Iowa Estate can be closed until the Partition Action that is currently pending in the Iowa Estate is completed;

WHEREAS, the Nebraska Court is pressuring the Nebraska Administrator to close the Nebraska Estate as soon as possible; and

WHEREAS, this Agreement sets forth the agreement between the Parties (a) to facilitate the timely closing of the administration of the Nebraska Estate, and (b) to establish the manner in which the remaining assets held in the Washington Estate and in the Iowa Estate will be distributed upon the closings of the administrations of the Washington Estate and the Iowa Estate, respectively.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, specifically including but not limited to the Recitals set forth above and other valuable consideration (the adequacy and sufficiency of which is acknowledged by the Parties), the Parties hereto agree as follows:

1. **Approval of Recitals.** The Parties to this Agreement hereby approve the foregoing Recitals, which Recitals are hereby included in and incorporated into the terms of this Agreement.

2. **Agreed Beneficiaries.** Given that (a) Jonathan, Bethany and Jerome are the equal beneficiaries of the assets held in the Washington Estate and the assets held in the Iowa Estate, and (b) Jonathan and Bethany are the equal beneficiaries of the assets held in the Nebraska Estate, all assets distributable from the Washington Estate and from the Iowa Estate (following the payment of debts and administrative expenses attributable to the Washington Estate and the Iowa Estate, respectively) can be equally distributed to Jonathan and Bethany and no assets held in the Washington Estate or in the Iowa Estate need to be distributed to the Nebraska Administrator on behalf of the Nebraska Estate before the administration of the Nebraska Estate can be concluded. Accordingly, the Parties agree as follows:

a. No additional assets will be distributed from the Washington Estate or from the Iowa Estate to the Nebraska Administrator on behalf of the Nebraska Estate;

b. The Nebraska Administrator will proceed to close the Nebraska Estate as soon as possible, with the residue of the assets held in the Nebraska Estate (following the payment of all debts and costs of administration attributable to the Nebraska Estate) to be divided equally between and distributed to Jonathan and Bethany upon the closing of the Nebraska Estate;

c. The Washington Administrator will conclude the administration of the Washington Estate and the Iowa Administrator will conclude the administration of the Iowa Estate following the completion of the Partition Action. Following the conclusion of the administrations of the Washington Estate and the Iowa Estate and the payment of all debts and costs of administration attributable to the Washington Estate and the Iowa Estate, respectively, the residue of the assets held in the Washington Estate and the residue of the assets held in the Iowa Estate upon the conclusion of the administrations of the Washington Estate and the Iowa Estate, respectively, will be divided equally between and distributed to Jonathan and Bethany;

d. Immediately following the approval of this Agreement by the respective Courts in the Iowa Estate and in the Nebraska Estate, the Nebraska Administrator will sign (a) the Receipt and Waiver of Notice of Filing of Declaration of Completion, in the form attached hereto as Exhibit "A", and (b) the Waiver of Notice, Waiver of Accounting and Receipt, in the form attached hereto as Exhibit "B", and then deliver such signed documents to the Washington Administrator and to the Iowa Administrator, respectively, which documents will be filed with the Courts in the Washington Estate and the Iowa Estate, respectively. Thereafter, the Nebraska Administrator and the Nebraska Estate will have no further involvement with the administrations of the Washington Estate or the Iowa Estate.

3. **Required Court Approval.** This Agreement is contingent upon obtaining Court approval of this Agreement by the Court in the Iowa Estate.

4. **Remedies.** In the event of any default in the terms of this Agreement, the injured Party shall be entitled to:

- a. Interest on any amounts not paid when due hereunder at the rate of ten percent (10%) per annum or the maximum rate as allowed by law, whichever is lower;
- b. Pursue any available remedy at law or in equity, including obtaining injunctive relief and pursuing an action for specific performance, as a result of such default against the defaulting Party; and
- c. Obtain a judgment against a defaulting Party for costs, expenses and damages suffered by the injured Party as a result of a default, including but not limited to attorney fees, court costs and other costs reasonably incurred as a result, directly or indirectly, of a default or when enforcing any remedy against a defaulting Party.

The rights granted herein upon a default shall be cumulative and action upon one shall not be deemed to constitute an election or the waiver of other rights of action, or any other right to which a Party may be entitled.

5. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective heirs, executors, administrators, successors and assigns.

6. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. **Governing Law.** The validity, construction and performance of this Agreement shall be governed by the laws of the State of Iowa and every legal proceeding arising out of or in connection with this Agreement shall be brought in the Iowa District Court in and for Linn County, each of the Parties hereby consenting to the exclusive jurisdiction, both personal and subject matter, of said court for this purpose.

8. **Headings and Captions.** The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the Parties in connection with the subject matters thereof.

10. **Amendments.** No amendment, waiver, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by the Parties or by their duly authorized agents. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.

11. **Severability.** In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable, and if, for any reason, a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

12. **Gender and Number.** Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

13. **Construction.** It is the intention of the Parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid. It is agreed that if any provision of this Agreement shall be found by any court of competent jurisdiction to be unclear and ambiguous, that the rule of contract construction that any such provision be construed against the Party who prepared the instrument shall not apply.

14. **Independent Counsel and Tax Advice.** Each of the Parties to this Agreement has been afforded the opportunity to seek independent legal counsel and tax advice with respect to how the terms and conditions of this Agreement may affect them. Upon execution of this Agreement, each of the Parties to this Agreement acknowledges

that they have each sought independent legal counsel and tax advice or has been afforded the opportunity to do so and has decided not to exercise such right.

15. **Time of the Essence.** Time is of the essence with all matters set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Distribution Agreement to be duly executed and delivered as of the day and year first written above.

EACH PARTY, OR ITS REPRESENTATIVE, HAS READ THE FOREGOING AGREEMENT AND UNDERSTANDS ITS TERMS AND FREELY AND VOLUNTARILY SIGNS THE SAME.

WASHINGTON ADMINISTRATOR:
Estate of Mary Ann Campbell

IOWA ADMINISTRATOR:
Estate of Mary Ann Campbell

By: 
Jonathan M. Campbell, Administrator

By: 
Jonathan M. Campbell, Administrator

NEBRASKA ADMINISTRATOR:
Estate of Jerome P. Campbell

By: _____
Bethany Grace f/k/a
Christine A. Campbell, Administrator


Jonathan M. Campbell, Individually

Bethany Grace f/k/a
Christine A. Campbell, Individually

that they have each sought independent legal counsel and tax advice or has been afforded the opportunity to do so and has decided not to exercise such right.

15. **Time of the Essence.** Time is of the essence with all matters set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Distribution Agreement to be duly executed and delivered as of the day and year first written above.

EACH PARTY, OR ITS REPRESENTATIVE, HAS READ THE FOREGOING AGREEMENT AND UNDERSTANDS ITS TERMS AND FREELY AND VOLUNTARILY SIGNS THE SAME.

WASHINGTON ADMINISTRATOR:
Estate of Mary Ann Campbell

IOWA ADMINISTRATOR:
Estate of Mary Ann Campbell

By: _____
Jonathan M. Campbell, Administrator

By: _____
Jonathan M. Campbell, Administrator

NEBRASKA ADMINISTRATOR:
Estate of Jerome P. Campbell

By: Bethany Grace
Bethany Grace f/k/a
Christine A. Campbell, Administrator

Jonathan M. Campbell, Individually

Bethany Grace
Bethany Grace f/k/a
Christine A. Campbell, Individually

**Exhibit
A**

☐ EXPEDITE
☐ Hearing set:
☐ No Hearing is set:
Date: _____
Time: _____
Judge: _____

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF THURSTON
FAMILY & JUVENILE COURT**

**In the Matter of the Estate of
MARY CAMPBELL,
Deceased.**

No. 13-4-00220-0

**RECEIPT AND WAIVER OF
NOTICE OF FILING OF
DECLARATION OF COMPLETION**

The undersigned heir, legatee or devisee of the above-named Decedent acknowledges receipt of his distributive share of the Estate, waives notice of the filing of the Declaration of Completion, and further waives notice to any further proceedings.

DATED this ____ day of _____, 2021.

The Estate of Jerome Campbell
By: Bethany Grace, Administrator

Receipt and Waiver

RODGERS KEE CARD & STROPHY, P.S.
ATTORNEYS AT LAW
324 West Bay Drive NW, Suite 201
Olympia, Washington 98502
(360) 352-8311, FAX: (360) 352-8501

**Exhibit
B**

IN THE IOWA DISTRICT COURT IN AND FOR LINN COUNTY

**IN THE MATTER OF
THE ESTATE OF
MARY ANN CAMPBELL
Deceased.**

**) Probate No. ESPR038718
)
) WAIVER OF NOTICE, WAIVER OF
) ACCOUNTING AND RECEIPT
)
)**

The undersigned waives notice regarding all matters relating to the above-referenced Estate and the administration of the Estate, including but not limited to (a) any application for fees due to the Personal Representative and/or to the Attorney for the Personal Representative, (b) the resolution of any claim filed against the Estate, (c) the Final Report and Application for Discharge, and (d) any other matter, whatsoever, relating to this Estate administration, including the closing of the Estate. The undersigned further consents to the Court entering an Order or Orders (a) approving fees to the Personal Representative and/or to the Attorney for the Personal Representative, and (b) approving any other matters relating to this Estate administration, including the approval of the Final Report and Application for Discharge in all respects, closing the Estate and discharging the Personal Representative.

The undersigned waives the right to receive notice of the admission of the Decedent's Will to probate and notice of the time by which an action to set aside the Will must be brought.

The undersigned waives an accounting of all property coming into the hands of the Personal Representative and a detailed accounting of all cash receipts and disbursements.

The undersigned has received from the Personal Representative (or from other sources) all money and property to which the undersigned is entitled to receive from the Estate and releases the Estate and Personal Representative from any further claims of any kind.

Dated this _____ day of _____, 2021.

ESTATE OF JEROME P. CAMPBELL

By: _____
Bethany Grace, Administrator

IN THE IOWA DISTRICT COURT IN AND FOR LINN COUNTY

IN THE MATTER OF

THE ESTATE OF

MARY ANN CAMPBELL

Deceased.

Probate No. ESPR038718

**ORDER APPROVING
APPLICATION TO APPROVE
DISTRIBUTION AGREEMENT**

On this day, the Application to Approve Distribution Agreement (the "Application") is before the Court, and the Court having reviewed the Application and the file **FINDS** that the relief requested in the Application is reasonable and should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Court:

1. Approves the relief requested in the Application in all respects without further notice or a hearing;
2. Approves the Distribution Agreement (as that term is defined in the Application) (the "Distribution Agreement") and all of the terms and provisions set forth therein;
3. Confirms and approves the prior execution by Jonathan M. Campbell, as Administrator of the Estate of Mary Ann Campbell, of the Distribution Agreement on behalf of the Estate of Mary Ann Campbell; and
4. Authorizes and directs Jonathan M. Campbell, as Administrator of the Estate of Mary Ann Campbell, to effectuate and implement each and every obligation, responsibility and requirement of the Distribution Agreement and to sign all documents needed to effectuate and implement the Distribution Agreement.

E-FILED

ESPR038718 - 2021 JUL 16 04:51 PM
CLERK OF DISTRICT COURT

LINN
Page 2 of 2



State of Iowa Courts

Case Number
ESPR038718
Type:

Case Title
ESTATE OF MARY ANN CAMPBELL
Other Order

So Ordered

A handwritten signature in cursive script, reading "Fae Hoover Grinde".

Fae Hoover Grinde, District Court Judge,
Sixth Judicial District of Iowa

Electronically signed on 2021-07-16 16:51:19