

Recorded: 12/31/2024 at 8:03:35.0 AM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 3249

ESCROW FOR DEED AND ABSTRACT
Recorder's Cover Sheet

Preparer Information: Stephanie A. Sailer of Roberts & Eddy, P.C., 2349 Jamestown Ave., Suite 4, Independence, IA 50644, Phone: 319-334-3704

Taxpayer Information: EFM Farms, LLC, 2206 State Hwy 3, Edgewood, IA 52042

Return Document To: Stephanie A. Sailer of Roberts & Eddy, P.C., 2349 Jamestown Ave., Suite 4, Independence, IA 50644

Grantors: Stately Investments, LLC

Grantees: EFM Farms, LLC

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



ESCROW FOR DEED AND ABSTRACT

TO: Stephanie A. Sailer, ESCROW AGENT:

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

**Parcel 'A' of the NE1/4-NW1/4, Section 7, T90N, R5W of the 5th P.M.,
Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 144,**

from the undersigned Seller to the undersigned Buyer:

- [x] Warranty Deed in Fulfilment dated on December ____, 2024.
- [x] Abstract of Title for real estate above described, continued to date of December 4, 2024.
Buyer has examined.
- [x] Real estate Contract hereinafter referred to for the sale of said real estate (original or exact reproduction).

All, except the real estate contract is for delivery to said grantees **when and only when** said contract between said Seller and Buyer is fully performed.

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

- a) Forfeiture or foreclosure of the contract 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 deed 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 Seller, or their successors in interest, whereupon the duties of the Escrow Agent are terminated.

If the Buyer 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 Buyer. This authority shall include a delivery of said papers to a transferee authorized in writing by the Buyer.

Information in writing to Escrow Agent by either the Seller or their representative that the Real Estate Contract is paid in full shall be complete and sufficient authority to deliver said documents to the Buyer.

The Escrow Agent shall have no responsibility whatever to see that Buyer and Seller perform any of the terms of said contract between them, nor keep in force any insurance. Responsibility is limited to affecting 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 Seller and Buyer 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.

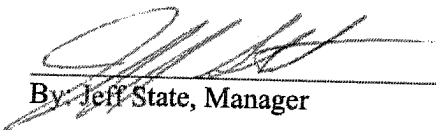
Dated: December 27, 2024.

SELLER

Stately Investments, LLC

BUYER

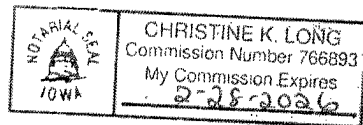
EFM Farms, LLC

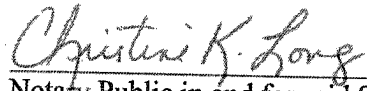

By: Jeff State, Manager

By: Cade Perrinjaquet, Manager

STATE OF IOWA; COUNTY OF Linn:

This instrument was acknowledged before me on December 27, 2024, by Jeff State, Manager of Stately Investments, LLC.




Notary Public in and for said State

STATE OF IOWA; COUNTY OF _____:

This instrument was acknowledged before me on December __, 2024, by Cade Perrinjaquet, Manager of EFM Farms, LLC.

Notary Public in and for said State

otherwise, necessarily incurred in carrying out his duties as such.

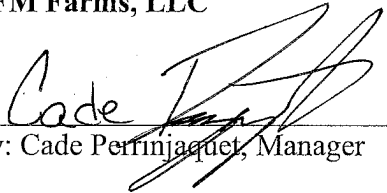
This escrow, power, authority, and direction may similarly be used by any and all members of your firm or successors thereof. You may at any time discharge your responsibility to the Seller and Buyer or their respective successors in interest, by 10 (Ten) days actual notice to them, or written notice 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: December __, 2024.

SELLER
Stately Investments, LLC

BUYER
EFM Farms, LLC

By: Jeff State, Manager



By: Cade Perrinjaquet, Manager

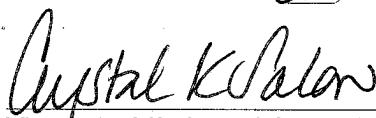
STATE OF IOWA; COUNTY OF _____:

This instrument was acknowledged before me on December __, 2024, by Jeff State, Manager of Stately Investments, LLC.

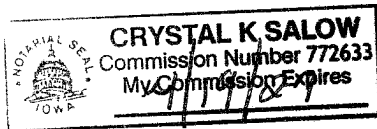
Notary Public in and for said State

STATE OF IOWA; COUNTY OF Delaware:

This instrument was acknowledged before me on December 30th, 2024, by Cade Perrinjaquet, Manager of EFM Farms, LLC.



Notary Public in and for said State



RECEIPT

The undersigned hereby acknowledges receipt of the above-described legal documents as above designated, agrees to act as Escrow Agent for said transaction and to perform pursuant to instruction as above directed.

Dated at Roberts & Eddy, P.C., on December 30, 2024.

ROBERTS & EDDY, P.C.


Stephanie A. Sailer, Escrow Agent