



Document 2023 2623

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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

✓ **Return To:** Jane E. Rosien, P.O. Box 67, Winterset, IA 50273-0067
Taxpayer: Jane E. DeWitt, 1233 Vintage Lane, North Liberty, IA 52317
Preparer: Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067,
Phone: 515-462-4912



ESCROW FOR DEED AND ABSTRACT

TO: JANE E. ROSIEN, ESCROW AGENT:

I hereby deliver to you in escrow the following legal documents and papers:

☒ Warranty Deed dated September 29, 2023

with said Deed approved as to form by the Buyers, for the following described real property, to-wit:

Parcel N located in the East Half of the Northeast Quarter of Section 26, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, lying South of the former South line of Iowa Highway 92 and North of the existing Centerline of a Madison County road in the Southeast Quarter of said Northeast Quarter as shown by the Plat of Survey recorded on June 14, 2023 in the Madison County Recorder's Office in Book 2023 at Page 1368,

from the undersigned Seller to the undersigned Buyers.

☒ Abstract of Title for real estate above described, continued to date of October 11, 2023 and is approved by the Buyers.

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

☐ Other, specify: _____

All, except the Real Estate Contract is for delivery to said Grantees **when and only when**

said Contract between said Seller and Buyers 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 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.

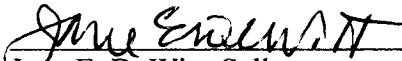
Information in writing to Escrow Agent by either the Seller or their representative that the Real Estate Contract is paid in full shall be complete and sufficient authority to deliver said documents to the Buyers.

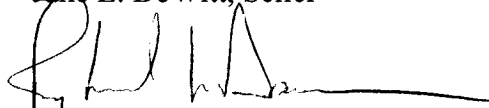
The Escrow Agent shall have no responsibility whatever to see that Buyers and Seller perform any of the terms of said Contract between them, nor keep in force any insurance. Responsibility is limited to effecting the transfer of said papers and documents as herein expressly directed and agreed.

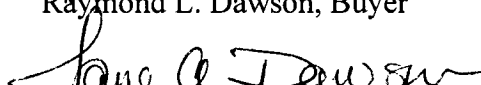
All parties shall share any reasonable expense of the Escrow Agent for services, legal or otherwise, necessarily incurred in carrying out her duties as such.

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 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 Winterset, on September 29, 2023.

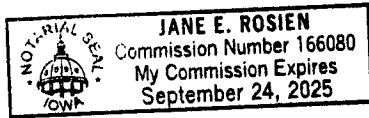

Jane E. DeWitt, Seller


Raymond L. Dawson, Buyer


Jane A. Dawson, Buyer

STATE OF IOWA, COUNTY OF MADISON

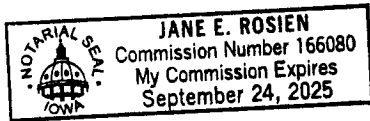
This record was acknowledged before me on September 29, 2023 by Jane E. DeWitt.



Jane E. Rosien
Signature of Notary Public

STATE OF IOWA, COUNTY OF MADISON

This record was acknowledged before me on September 29, 2023 by Raymond L. Dawson and Jane A. Dawson.



Jane E. Rosien
Signature of Notary Public

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 Winterset, on October 25, 2023

Law Firm: Flander Rosien, P.C.

By: 
Jane E. Rosien, Escrow Agent