



Document 2016 3212

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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK



ESCROW FOR DEED AND ABSTRACT

THE IOWA STATE BAR ASSOCIATION

Official Form No. 161

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Jane E. Rosien, 223 E. Court Avenue, P.O. Box 67, Winterset, IA 50273-0067; Phone: (515) 462-4912

Taxpayer Information: (Name and complete address)

Roland L. Ham and Shirley J. Ham, Co-Trustees of the Ham Family Trust under Trust Agreement, dated December 17, 2012

✓ **Return Document To:** (Name and complete address)

Jane E. Rosien, 223 E. Court Avenue, P.O. Box 67, Winterset, IA 50273-0067

Grantors:

Roland L. Ham, Co-Trustee
Shirley J. Ham, Co-Trustee
of the Ham Family Trust under Trust Agreement,
dated December 17, 2012

Grantees:

IB Trading, LLC

Legal description: See Page 2

Document or instrument number of previously recorded documents:

N/A



ESCROW FOR DEED AND ABSTRACT

TO: Jane E. Rosien, ESCROW AGENT:

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

☒ Warranty Deed Deed dated October 24, 2016.

(with said deed approved as to form by the Buyers), (Consider transfer tax) for the following described real property, to-wit:

All that part of the North Half (½) of the Southeast Quarter (¼) of Section Eight (8), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, lying West of the highway, the West line of which commences 1,081 feet East of the center of said Section Eight (8) and runs South 15°20' East, 790.5 feet, thence Southeasterly 599.6 feet along a 3,853 foot radius curve with central angle of 8°55', thence South, 24°15' East, to a point on the South line of said 80-acre tract approximately 1,175 feet West of the Southeast corner thereof.

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

☒ Abstract of Title for real estate above described, continued to date of September 27, 2016 and has been approved by the Buyer(s).

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

☒ Other, specify:

1. Individual Trustee's Affidavit; and,
2. Purchaser's Affidavit.

All, except the real estate contract is for delivery to said grantees **when and only when** said contract between said Sellers 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 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 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 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 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, Iowa, this 24th day of October, 2016.

Roland L Ham
SELLER Roland L. Ham, Co-Trustee
Ham Family Trust under Trust Agreement,
dated December 17, 2012

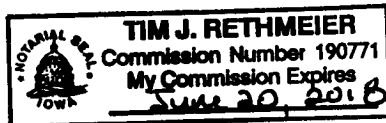
Shirley Ham
SELLER Shirley J. Ham, Co-Trustee
Ham Family Trust under Trust Agreement,
dated December 17, 2012

James C Eller
BUYER James C. Eller, Member-Manager
IB Trading, LLC

BUYER

STATE OF IOWA, COUNTY OF MADISON

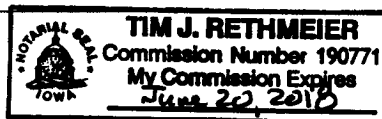
This record was acknowledged before me this 24th day of October, 2016,
by Roland L. Ham and Shirley J. Ham as Co-Trustees of the Ham Family Trust under Trust Agreement, dated,
December 17, 2012.



Tim J Rethmeier
Signature of Notary Public

STATE OF IOWA, COUNTY OF MADISON

This record was acknowledged before me this 24th day of October, 2016,
by James C. Eller
as Member-Manager
of IB Trading, LLC



Tim J Rethmeier
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 Winterset, IA, this 24th day of October, 2016.

Flander, Casper & Rosien, P.C.
(Law Firm)

By: 
Jane E. Rosien, Escrow Agent

NOTE: In the Real Estate Contract--Installments, whether Official Form No.140, No.141, No.143 or No.152 is used, the following should be inserted in the contract:

(Seller shall at once execute this contract and deliver the same with abstract of title for examination and approval to Buyer's attorney whereupon said documents, together with duly executed deed, and escrow agreement shall be forwarded to _____ Attorneys at Law, of _____, Iowa to be held in escrow by them until Buyers have performed this agreement. Upon completion of said performance Sellers, their assigns or representatives, shall advise said Escrow Agents to deliver the deed and abstract to Buyers.)