

BK: 2017 PG: 210
Recorded: 1/18/2017 at 10:38:15.0 AM
Fee Amount: \$22.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

ESCROW FOR DEED AND ABSTRACT
Recorder's Cover Sheet

Preparer Information:

David D. Nelson, 699 Walnut Street Suite 20001, Des Moines, IA 50309, Phone: (515) 558-0153

Taxpayer Information:

Vintage Valley Farms, LLC, 2220 245th Lane, Winterset, IA 50273

Return Address

Midland Escrow Services, 3501 Westown Parkway, West Des Moines, IA 50266

Grantors:

Charles F. Tibben and Kimberly D. Tibben

Grantee:

Vintage Valley Farms, LLC

Legal Description: See Page 2

Document or instrument number if applicable:

ESCROW FOR DEED AND ABSTRACT

TO: MADISON COUNTY ABSTRACT CO., ESCROW AGENT:

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

[x] Warranty deed dated on January 12, 2017
(with said deed approved as to form by the Buyer), (Consider transfer tax) for the following described real property, to-wit:

Lot 3 of K Bar C Subdivision, located in the East Half of the Northwest Quarter of Section 10, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa

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

[x] Abstract of Title for real estate above described, continued to date of December 23, 2016 and approved by the Buyer(s).

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 Buyer fully performs and is, 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 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 Buyer.

The Escrow Agent shall have no responsibility whatever to see that Buyer 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.

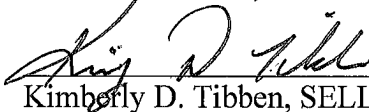
All parties shall share any reasonable expense of the Escrow Agent for services, legal or otherwise, necessarily incurred in carrying out his duties as such.

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: January 12, 2017



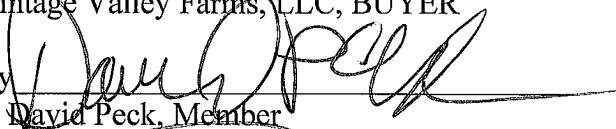
Charles F. Tibben, SELLER



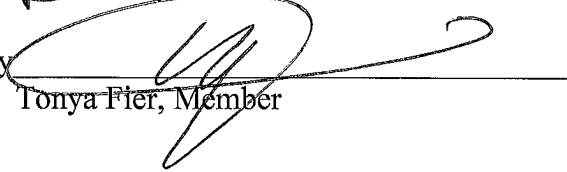
Kimberly D. Tibben, SELLER

Vintage Valley Farms, LLC, BUYER

By

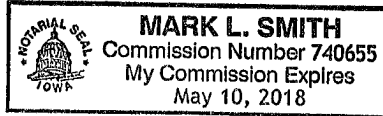

David Peck, Member

By


Tonya Fier, Member

STATE OF IOWA, COUNTY OF Madison

The record was acknowledged before me on January 12, 2017, by Charles F. Tibben and Kimberly D. Tibben, husband and wife.



Signature of Notary Public

STATE OF IOWA, COUNTY OF Madison

The record was acknowledged before me on January 13, 2017, by David Peck and Tonya Fier as Members of Vintage Valley Farms, LLC.



Signature of Notary Public