BK: 2016 PG: 4575 Instr. Number: 4575

Recorded: 4/4/2016 at 9:47:43.0 AM

Fee Amount: \$37.00 Revenue Tax: \$447.20 Chad C. Airhart Recorder Dallas County, Iowa

Name		Address	City, State, Zip Code	Phone Numb
Taxpayer	Information:			
Topsoil F	arms US, LLC,	4509 NW 164	th Street, Clive, Iowa 50325	
Name	30 N S S S S S S S S S S S S S S S S S S	Address	City, State, Zip Code	
	ocument To:			
	and the second of the second	all agreement of the second of the second of		
	arms US, LLC,		th Street, Clive, Iowa 50325	
Topsoil F Name	Federal Depos	Address sit Insurance C	City, State, Zip Code Corporation,	
Name	Federal Depos as Receiver fo	Address sit Insurance C	City, State, Zip Code Corporation,	US, LLC
<i>Name</i> Grantors:	Federal Depos as Receiver fo Moline, IL	Address sit Insurance C r Valley Bank,	City, State, Zip Code Corporation,	

Recording requested by			Asset No. 1	0502000019
and when recorded return				
Topsoil Farms US, LLC	and and a second and a second as a second			
4509 NW 164th Street	<del> </del>			
Clive, Iowa 50325	***************************************			
		space above this	s line for Recorder's	use only
	SPECIAL	WARRANTY DEEL	)	
STATE OF IOWA	\$			
Stephen (A) (A) and the state of the state o	Š			
COUNTY OF DALLAS				N. Carlotte and Ca
		RECITALS		
	ley Bank, Moline, IL			bisserialisation (Const., Const., Cons
(the "Institution"), acquir	red the Property by tha	t certain Quit Claim	Deed	dated
July 31, 2008				of the records of
Dallas	County, Iowa	, on <u>Aug</u>	ust 7, 2008	; and
	er den stand og det er	The Illinois Dep	artment of Financ	ial and
WHEKEAS, the I June 20, 2014	Institution was closed I , and the Federal D	Py <u>Professional Re</u> Deposit Insurance Con	gulation - Division	n_of Banking_on C") was appointed
as receiver for the Institu	tion (the "Receiver");	and	de sources (desperation)	- J company of the control of the co
Service and the				
WHEREAS, as a	matter of federal law, 1	2 U.S.C. § 1821(d)(2	)(A)(i), the Receive	r succeeded to all of
the right, title, and interest	of the Institution in an	d to, among other thir	igs, the Property.	
NOW THEOLET	in and the second		er Britania de la composição de la composição Britania de la composição	and the second second
Dallas, Texas 75201, for	ORE, the Receiver (her	emanter, "Grantor"),	whose address is I	601 Bryan Street,
17a1110, 10/10 75201, 100		NO/100 DOLLARS		00), the receipt and
sufficiency of which are				D and by these
presents does GRANT, SI	ELL and CONVEY unt	o Topsoil Farms US	LLC, an Iowa lim	ited liability
company			the contract of the contract o	vhose address is
4509 NW 164th Street, C	live, Iowa 50325		<del>dominore</del> 🗸 a cara e e e e e e e e e e e e e e e e e e	, that certain real
property situated in Dalla	which was the same and a second secon	ınty, <u>Iowa</u>	, as de	escribed on Exhibit
"A" attached hereto and m	ade a part hereof for al	l purposes, together v	vith any and all imp	rovements thereto
and all and singular the rig	thts and appurtenances	pertaining thereto, inc	cluding, but not limi	ited to, any right,
go gagage e de elemento de la				
Special Warranty Deed (Cash) - Pa	ige l			

Special Warranty Deed (Cash) - Page 1
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fdicswdK\_swd\_REC\_040411.doc

title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), subject however to any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, encumbrances, access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property, including, without limitation, any and all matters or conditions reflected on Exhibit "B" attached hereto and made a part hereof for all purposes, and whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its acceptance of delivery of this Special Warranty Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT (i) EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING,

WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; and (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS SPECIAL WARRANTY DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its acceptance of delivery of this Special Warranty Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various other capacities, and their respective employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various other capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto Grantee, its heirs, personal representatives, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT SPECIALLY AND FOREVER DEFEND all and singular the Property unto Grantee, its heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject, however, to the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be

construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

By its acceptance of delivery of this Special Warranty Deed, Grantee hereby assumes the payment of all ad valorem taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for the current tax year or assessment period and for any tax year or assessment period subsequent to the date of this Special Warranty Deed, including, without limitation, taxes or assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

IN WITNESS WHEREOF, this Special Warranty Deed is executed on 3-30-6.

EDERAL DEPOSIT INSURANCE CORPORATION,
Receiver for Valley Bank, Moline, IL
: Muly ffee Colf
ame: WESLEY C. NEWBOLD ATTORNEY IN FACT
tle: Attorney in Fact
ACKNOWLEDGMENT
TATE OF TEXAS §
OUNTY OF DALLAS §
This instrument was acknowledged before me on the 30 day of March, 2016, Wasley C. Newbold, Attorney in Fact of the Federal Deposit Insurance
orporation, as Receiver for Valley Bank, Moline, IL, on behalf of said
LARRY D. HEATH  MY COMMISSION EXPIRES  October 16, 2017  Notary Public, State of TEXAS

## EXHIBIT "A"

Lot 1 in WILLIAMS POINTE PLAT 13, an	Official Plat,	now included in	n and forming a	part of the
City of Waukee, Dallas County, Iowa.			<del>क</del>	. S.

FDIC	
1:	MKS
2:	MMazel
Data	2/2/16