

# TITLE TRANSFER DOCUMENTS

This portion of your portfolio should contain copies of all documents which show that title to various assets has been transferred to your Living Trust. The original documents should be kept in a safe place, such as a safe deposit box. In order to help your trustees in the event of death or disability, you should keep records of all assets that have been transferred to your Living Trust in this section.

Trust Property Inventory Schedule "A" Joint Property of Husband and Wife			
Date Transferred	Asset Description		
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## Trust Property Inventory Schedule "B" Separate Property of Husband

Date Transferred Asset Description . . . • . •

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### Trust Property Inventory Schedule "C" Separate Property of Wife

Date Transferred	Asset Description
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'96 NOV 18 AM 9 44 FILE 1996 CARD 5407 anita K. Van Bulgas A VAN BRUGGEN RECORDER

Prepared by: Dennis D. Duffy, 2550 Middle Road, Suite 101, Bettendorf, IA 52722, (319) 355-7070

#### QUIT CLAIM DEED STATE OF IOWA,

Sioux County

November 5.13 96 Aj Reid 11-18-96

### THIS INDENTURE WITNESSETH, THAT THE GRANTORS,

#### ELMER HENRY BRUNSTING and NELVA E. BRUNSTING, individually and as husband and wife,

of the County of Harris and the State of Texas for and in consideration of Ten (\$10) Dollars and other good and valuable consideration in hand paid, QUIT CLAIMS unto

ELMER H. BRUNSTING and NELVA E. BRUNSTING, Trustees, or their successors in trust, under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996 and any amendments thereto,

the following described real estate in the County of Sioux, State of Iowa, hereby relinquishing all rights of dower, homestead and distributive share in and to the real estate, to-wit:

The Northwest Fractional Quarter (NW Frt.<sup>1</sup>/<sub>4</sub>) of Section Two (2), Township Ninety-six (96), Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542.5 Feet of the West 660 Feet in Sioux County, Iowa,

subject to all easements and restrictions of record.

The consideration for this transfer is less than \$500.00 so this conveyance is exempt from transfer tax, pursuant to lowa Code Chapter 428A.2(21).

Grantors warrant that the trust named as grantee herein is a revocable trust as defined in Iowa Code Chapter 9H.1(20). TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage and protect said premises or any part thereto, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee; to donate to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof; from time to time, and upon any terms and for any period or periods of time, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument that

(a) at the time of the delivery of this deed the trust stated in this Indenture as grantee was in full force and effect,

(b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder,

(c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and

(d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust. IN WITNESS WHEREOF, the grantors have signed this on October 29, 1996

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Nelva E. Brunsting

STATE OF TEXAS ) ss. COUNTY OF \_\_\_\_\_\_

I, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY, that ELMER HENRY BRUNSTING and NELVA E. BRUNSTING, individually and as husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal on OCTOBER

ليد أحد فلودان وأبوح وسازيهم BEVERLY A. RAM NOTARY PUBLIC State of Texas Comm. Exp. 12-12-98

Notary

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Dennis D. Duffy Attorney at Law **101 Northwest Bank Tower** 2550 Middle Road Bettendorf, Iowa 52722 (319) 355-7070

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#### TRANSFER TO GRANTOR TRUST SUBJECT TO WITHDRAWAL CONTRIBUTION AGREEMENT (Transfer of Personal Property to Trust)

TRUST IDENTITY:

#### BRUNSTING FAMILY LIVING TRUST

PRIMARY INCOME BENEFICIARIES:	ELMER H. BRUNSTING NELVA E. BRUNSTING
IDENTITY OF CONTRIBUTORS:	ELMER H. BRUNSTING NELVA E. BRUNSTING

#### AGREEMENT:

ELMER H. BRUNSTING and NELVA E. BRUNSTING agree to contribute, or have contributed, the property identified below to the trust as well as all personal effects which they may acquire in the future. The Trustees accept the contribution, subject to the right of the Contributors to withdraw all or any part of the contribution and its appreciation in value. The Contributors shall give the Trustees written notice of at least seven (7) days in advance of the date the withdrawal is to be made, and at the conclusion of the notice period, the Trustees will deliver funds or trust property equal in value to the amount which the Contributors are authorized to withdraw. If the property contributed is commingled with other trust property, the trust property will share pro rata in the appreciation or depreciation of all trust property administered by the Trustees except other trust property which has maintained a separate identity and which has not been commingled. The Trustees will have the authority to partition commingled trust property in kind and to deliver a divided interest thereof in satisfaction of the trust's payment obligation or to deliver an undivided interest, of equivalent value, in trust property in satisfaction of the trust's payment obligation.

It is the intent and purpose of the contracting parties that the contribution made or to be made be structured so that the contribution will not constitute a gift of Contributors' property for federal gift tax purposes, and this agreement shall be construed and shall be subject to modification to obtain this result.

Notwithstanding the foregoing agreement, the right of withdrawal retained herein shall be, in all events, subject to the trust provisions prohibiting withdrawal from portions of the trust which become irrevocable pursuant to the terms and conditions of the trust, and this agreement shall be construed and shall be subject to modification to obtain this result.

### PROPERTY CONTRIBUTED OR TO BE CONTRIBUTED:

All personal effects, clothes, jewelry, chinaware, silver, photographs, works of art, books, sporting goods, artifacts relating to the hobbies of the Contributors, and all household furniture, fixtures, equipment, goods and miscellaneous household items, as well as all other tangible articles of personal or household use, including, but not limited to, all such personalty set forth and described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Date: January 12, 2005

ELMER H. BRUNSTING, Contributor and Trustee

NELVA E. BRUNSTING, Contributor and Trustee