SHOVER LOCKE ADDITION

DELAWARE COUNTY

SURVEY REQUESTED BY: JAMES SHOVER HERBERT LOCKE

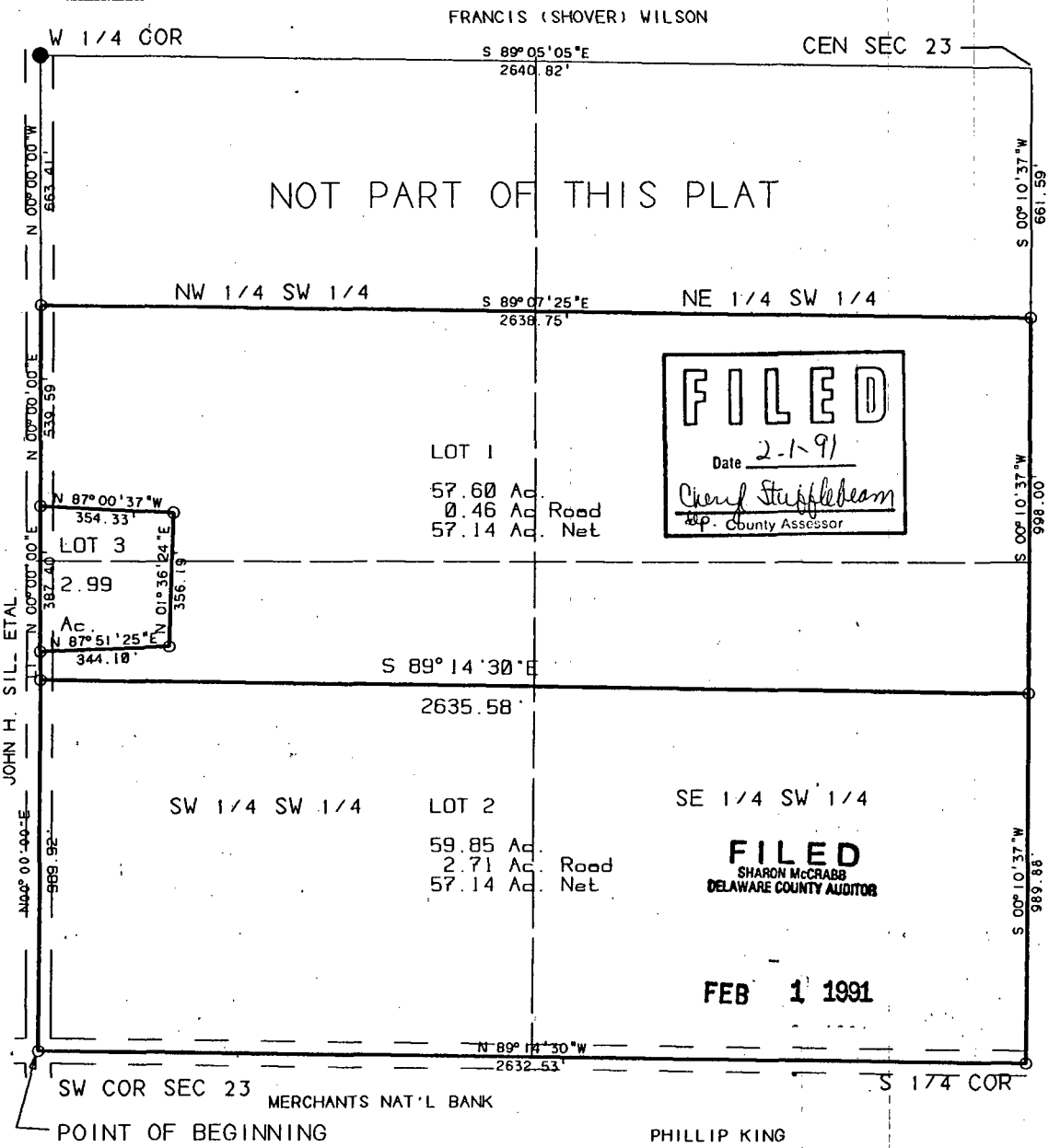
DELAWARE COUNTY IOWA
FILED
'91 FEB 1 AM 11:35
BOOK 6 PAGE 115
RECORDER $30.00
Hanging File A-41

LEGEND
- ○ 5/8" X 30" IRON ROD SET & CAPPED
- ● IRON PIPE OR ROD FOUND
- △ PK NAIL SET IN CONC. OR ASPHALT
- PROPERTY OR BOUNDARY LINE
- SECTION LINE
- 1/4 SECTION LINE
- 1/4 1/4 SECTION LINE
- ROAD OR STREET RIGHT OF WAY

0' 300' 600'
SCALE

LINE	BEARING	DISTANCE
L1	N00°00'00"E	76.48'

FRANCIS (SHOVER) WILSON



FILED
Date 2-1-91
Cheryl Stufflebeam
Dep. County Assessor

FILED
SHARON McCRABB
DELAWARE COUNTY AUDITOR

FEB 1 1991

LEGAL DESCRIPTION

A tract of land located in the southwest quarter of Section 23, Township 87 North, Range 5 West of the 5th Principal Meridian, Delaware County, Iowa being more particularly bounded and described to wit:

Beginning at an iron rod at the southwest corner of said Section 23; thence N00°00'00"E on the west line of the southwest quarter 1993.39' thence S89°07'25"E. 2638.75 feet; thence S00°10'37"W on the east line of the southwest quarter 1987.88 feet; thence N89°14'30"W on the south line of the southwest quarter 2632.53 feet to the point of beginning. Said tract of land containing 120.44 acres subject to public road easement.

I hereby certify that this plat and survey was made by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Harold E. Dillon 11/13/90

Harold E. Dillon Reg.# 6581 date

HAROLD E. DILLON REGISTERED 6581 IOWA LAND SURVEYOR

FILE No. 70-1734
RECORDING FEE $ 30.00
TRANSFER FEE $

FILED FOR RECORD THE 1 DAY OF February, 1991 AT 11:35 O'CLOCK A. M. BOOK 6 PAGE 115

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Plats A-41

Off. rec: Land Covenant Assign for Lot 3
For Release, See Book 16
Page 291 2/11/91

PROPRIETOR'S CONSENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned owners and their spouses do hereby certify and state that they are the owners and proprietors of the below-described real estate situated in Delaware County, Iowa, to-wit:

The South three-fourths (S 3/4) of the Southwest Quarter (SW¼) of Section Twenty Three (23), Township Eighty Seven (87) North, Range Five (5), West of the Fifth P.M.

That the Plat and Survey of Shover/Locke Addition to Delaware County, as prepared by Registered Land Surveyor Harold E. Dillon, said Plat being dated November 13, 1990, has been prepared with our consent and under our direction and in accordance with our desires. We further state that no land included within the platted property is dedicated to the public. This Proprietor's Consent is being prepared in compliance with Chapter 409A.11(1) of the Iowa Code.

Herbert H. Locke

Frances D. Shover-Wilson
Frances D. (Shover) Wilson

John T. Wilson
John Wilson

James L. Shover
James L. Shover

Joyce C. Shover
Joyce Shover

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

On this 31 day of January, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Herbert H. Locke, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Iowa NOTARIAL SEAL

Notary Public in and for the State of Iowa
Joseph A. Peiffer

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

On this 31 day of January, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Frances D. (Shover) Wilson and John Wilson, wife and husband, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

JOSEPH A. PEIFFER Iowa NOTARIAL SEAL

Notary Public in and for the State of Iowa
Joseph A. Peiffer

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

On this 31 day of January, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James L. Shover and Joyce Shover, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

JOSEPH A. PEIFFER Iowa NOTARIAL SEAL

Notary Public in and for the State of Iowa
Joseph A. Peiffer
My Commission Expires 2/1/93

TREASURER'S CERTIFICATE

STATE OF IOWA)
) ss.
COUNTY OF DELAWARE)

I, Helen McWilliams, Treasurer of Delaware County, Iowa, do hereby certify that all taxes levied and certified against the real estate described below have been paid, and said real estate is free from taxes as of this date:

The South three-fourths (S 3/4) of the Southwest Quarter (SW¼) of Section Twenty Three (23), Township Eighty Seven (87) North, Range Five (5), West of the Fifth P.M.

Dated this 1st day of Feb-, 1991.

Helen McWilliams

Helen McWilliams, Treasurer
Delaware County, Iowa

Subscribed and sworn to before me by Helen McWilliams, Treasurer of Delaware County, Iowa, on this 1st day of Feb-, 1991.

SEAL

Helen McWilliams

Notary Public in and for the State of Iowa

LAW OFFICES OF
REMLEY, HEISERMAN & WILLEMS
209 EAST MAIN
ANAMOSA, IOWA 52205

HOWARD M. REMLEY
J. E. HEISERMAN (RETIRED)
DAVID M. REMLEY
JAY A. WILLEMS
MATTHEW G. McQUILLEN

TELEPHONE 319-462-3577
FAX 319-462-3570

January 31, 1991

ABSTRACT TITLE OPINION

Mr. & Mrs. James L. Shover
RFD
Delhi, Iowa 52223

Mrs. Frances Shover-Wilson
RFD 2, Box 45
Delhi, Iowa 52223

Mr. Herbert H. Locke
RFD 2
Hopkinton, Iowa 52337

Dear Frances, Joyce and Jim, and Herb:

We have examined the accompanying abstract to the following described premises:

The South three-fourths (S 3/4) of the Southwest Quarter (SW¼) of Section Twenty Three (23), Township Eighty Seven (87) North, Range Five (5), West of the Fifth P.M.

This abstract was made by the Delaware County Abstract Company, Inc., of Manchester, Iowa, and consists of 50 consecutively numbered entries, from March 12, 1901, through January 11, 1991, according to the abstracter's certificate signed by Gary O. Reeder. In issuing this opinion, we pass upon the title ONLY as shown in the above-described abstract. Our examination reflects merchantable record title as of the time and date of last certification set forth above, to be duly vested as follows:

An undivided one-half (1/2) interest in HERBERT H. LOCKE;

An undivided seven-twentieths (7/20) interest in JAMES L. SHOVER;

An undivided two-twentieths (2/20) interest in JOYCE C. SHOVER;

An undivided one-twentieth (1/20) interest in FRANCES D. (SHOVER) WILSON,

free from encumbrances or defects EXCEPT those hereinafter specified:

1. The below-listed matters, which by their very nature, cannot be shown upon an abstract of title. Accordingly, you must determine by your own investigation: (a) The location of the property boundary lines and any defects

of title which might be revealed by a survey; (b) Rights of persons in possession, the nature of which possession is not shown on the abstract; (c) The making of improvements upon and to the real estate between 90 days prior to the last certification of the abstract and the date hereof, for which a mechanics lien might be subsequently filed; (d) Easements acquired by usage.

2. The following matters which are not shown upon the abstract, and for each of which an independent investigation and determination by you is required: (a) Actions for dissolution of marriage prior to decree, which are pending but unpublished; (b) Zoning ordinances and regulations; and (c) Special assessments not certified to the County Auditor.

3. The general property taxes payable in September of 1990 and March of 1991 are marked paid in full.

4. You should note that abstract entry #48 sets forth an agreement between the City of Ryan and Hazel Green Township wherein the City of Ryan agrees to furnish fire protection for the property covered within this abstract for a period of five years, for an annual tax levy not to exceed 40½¢ per thousand dollars of assessed valuation.

5. Your attention is further directed to abstract entry #42 which sets forth an agreement between the parties as to the maintaining and operation of the subject property by the co-owners, which agreement is effective for a period of five years.

Respectfully submitted,

REMLEY, HEISERMAN & WILLEMS

By: Jay A. Willems

JAW/ams