258

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Carla K Becker, Auditor
By D. Willman, Deputy
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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Recorder's Cover Sheet

Quit Claim Deed

Preparer Information: (Name, Address and Phone Number)
John M Heckel
229 Northland Ct NE
Cedar Rapids Iowa 52402
Tel 319-373-1989

Taxpayer Information: (Name and complete address)
Ambrose and Patricia Wegmann
20892 262nd Street
Delhi Iowa 52223

Return Document to: (Name and complete address)
Ambrose and Patricia Wegmann
20892 262nd Street
Delhi Iowa 52223

Legal Description: See attached sheet (Legal on Page 3)

Document or instrument number of previously recorded documents:

Prepared by John M. Heckel, 229 Northland Ct. NE, Suite B, Cedar Rapids, Iowa 52402 (319)373-1989
TAX INFO.: AMBROSE & PATRICIA WEGMANN, 20892 262ND STREET, DELHI, IOWA 52223

QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration,
ROBERT T. BARNETT JR. AND PATRICIA E. BARNETT, HUSBAND AND WIFE,

do hereby Quit Claim to **AMBROSE WEGMANN AND PATRICIA A. WEGMANN, HUSBAND AND WIFE,**
as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in **DELAWARE** County, Iowa:

See Attached Legal

This deed is subject to the following covenants: Same is subject to the existing flood plain rights and the grantees shall hold the grantors harmless with regard to flooding of the property.

Consideration is less than $500.00 and therefore, no revenue stamps are required.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

DATED: 5/28/07

Robert T. Barnett Jr. Patricia E. Barnett

ROBERT T. BARNETT JR. PATRICIA E. BARNETT

STATE OF)
) ss:
COUNTY OF Delaware)

On this 28 day of May, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT T. BARNETT Jr.AND PATRICIA E. BARNETT, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Dennis Irwin Wood

NOTARY PUBLIC, STATE OF
Dennis Irwin Wood

DENNIS IRWIN WOOD
COMM. # 3/22/2010
NOTARIAL SEAL
IOWA

EXHIBIT "A"

Although not certified in the abstract, there have been previous conveyances of the lake frontage adjacent to the property under examination and described as: All lake frontage running to the middle of the Maquoketa River bend with regard to the following described real estate: Lot 53 of "Clair-View" "Acres" Delhi, Iowa according to the Plat of Clair view "Acres" at Delhi, Iowa in Section 23 and 26, Milo Township, Delaware County, Iowa, as prepared by Bartels, McMahan, LeMay, Haas and Baule Engineering Company dated June 6, 1970 as filed in the Delaware County Recorder's Office in Book 2, Plats, Page 200, same being a part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Twenty Six (26), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, except that portion of Lot 53, which was conveyed by Warranty Deed is legally described as: beginning at the most Westerly corner of said Lot 53, thence South 75 degrees 00 minutes East 13.00 feet' thence South 55 degrees 07 minutes 30 seconds East to the centerline of the Maquoketa River, commonly known as Lake Delhi; thence Southwesterly along said centerline of river to the most southerly corner of said Lot 53: thence north 50 degrees 43 minutes West along the Southwesterly line of Lot 53 to the point of beginning.. (The most westerly line of Lot 53 assumed to bear north 25 degrees 00 minutes East in this description). This deed is subject to the following covenants: (1) Same is subject to the existing flood plain rights and the grantees shall hold the grantors harmless with regard to flooding on the property conveyed. (2) The grantees and their successors are restricted from changing or altering lake frontage without the written permission of the lake Delhi Recreation Association.