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Carla Becker, Auditor
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Parcel # 250.26.01-007-19

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

# BILL OF SALE

**THE IOWA STATE BAR ASSOCIATION**
**Official Form No. 117**
**Recorder's Cover Sheet**

**Preparer Information:** (Name, address and phone number)
Daniel H. Swift, 108 N. Madison St., PO Box 207, Manchester, IA 52057, Phone: (563) 927-4901

**Taxpayer Information:** (Name and complete address)
Nick and Megan Lyons, 20476 261st Street, Manchester, Iowa 52057

**Return Document To:** (Name and complete address)
Nick and Megan Lyons, 20476 261st Street, Manchester, Iowa 52057

**Grantors:**
Edward Schmidt Edra Schmidt

**Grantees:**
Nick Lyons Megan Lyons

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**

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| THE IOWA STATE BAR ASSOCIATION<br>Official Form No. 117 | Daniel H. Swift | FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER |
|---|---|---|

# BILL OF SALE

For the consideration of One Dollar ($1.00) Dollar(s) and other valuable consideration, Edward Schmidt and Edra Schmidt, husband and wife, ("Seller") does hereby sell, transfer and assign to Nick Lyons and Megan Lyons, husband and wife, ("Buyer") the following described personal property located in Delaware County, State of Iowa:

A cabin which has been identified by the Delaware County Auditor as Number 7.1L on property owned by Achinback Farm, LLC in the Northwest Quarter of Section 26, Township 88 North, Range 5, West of the 5th P.M., commonly known as 20476 261st Street, Manchester, Delaware County, Iowa (the street address), rights, easements, and access necessary or appurtenant thereto owned by Sellers, included, if not now in or on said premises and owned by the Sellers, are all fixtures including, but not limited to: attached carpeting, window shades, blinds, curtain rods and hardware, lighting fixtures and bulbs, ceiling fans, built-in appliances and accessories, TV tower, antenna, rotor and controls, awnings, door chimes, mailbox, installed sump pumps, garage door openers and controls, and bushes, shrubs and other vegetation; also included are satellite dish, water softener and filtration system, and installed alarm devices. The propane tank is rented. This does not include satellite receiver boxes.

Seller hereby covenants with Buyer that Seller is the owner of said personal property, that Seller has good and lawful authority to sell, transfer, and assign the same and that the same is free and clear of all liens, security interests and encumbrances except as may be above stated; and Seller covenants to warrant and defend said personal property against the lawful claims of all persons except as may be above stated.

SELLER HEREBY SELLS, TRANSFERS AND ASSIGNS SAID PERSONAL PROPERTY IN "AS IS" CONDITION. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE IN REGARD TO SAID PERSONAL PROPERTY ARE HEREBY EXCLUDED. THERE ARE NO WARRANTIES OF FITNESS WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the content.

Dated: July 14, 2009

Edward Schmidt  Edra Schmidt (Seller)  Nick Lyons  Megan Lyons (Buyer)

STATE OF IOWA COUNTY OF DELAWARE

This instrument was acknowledged before me on 14th day of July, 2009, by, Edward Schmidt, Seller,

LINDA A. [illegible]
Commission Number [illegible]
My Commission Expires
6-14-11

Linda A Bossey, Notary Public

STATE OF _____, COUNTY OF _____

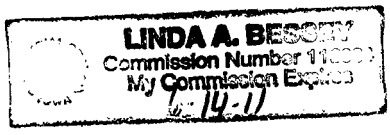
This instrument was acknowledged before me on _____,
by _____
as _____
of _____.

_____, Notary Public

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State of Iowa, County of Delaware, ss:

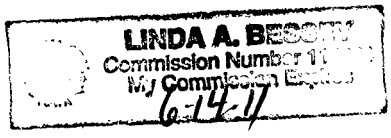
This instrument was acknowledged before me on the 14th day of July, 2009, by Edra Schmidt, Seller.




Notary Public in and for the State of Iowa

State of Iowa, County of Delaware, ss:

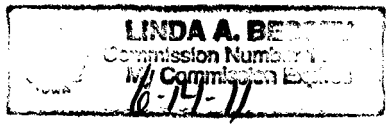
This instrument was acknowledged before me on the 14th day of July, 2009, by Nick Lyons, Buyer.




Notary Public in and for the State of Iowa

State of Iowa, County of Delaware, ss:

This instrument was acknowledged before me on the 14th day of July, 2009, by Megan Lyons , Buyer.




Notary Public in and for the State of Iowa