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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 19th day
of September A.D., 2011
Carla K. Becher, Auditor
By L. Hildebrand, Deputy
89-180

QUIT CLAIM DEED

Recorder's Cover Sheet

Preparer Information:

PW
Pete M. Wessels – Wessels Law Office, P.C.
227 East San Marnan Drive, Waterloo IA 50702

Taxpayer Information:

Phyllis Cassman
116 Delhi Road
Manchester IA 52057

Return Document To:

Pete M. Wessels – Wessels Law Office, P.C.
423 17th Street, Suite 102
Rock Island IL 61201

Grantor:

Henry V. Cassman

Grantee:

Phyllis A. Cassman

Legal Description: See Exhibit "A" (Page 3)

Pete M. Wessels – Wessels Law Office, P.C.

Return To: Pete M. Wessels – Wessels Law Office, P.C.
227 East San Marnan Drive, Waterloo, IA 50702
(319) 232-5904

Preparer: Pete M. Wessels – Wessels Law Office, P.C.
227 East San Marnan Drive, Waterloo, IA 50702
(319) 232-5904

Taxpayer: Phyllis Cassman
116 Delhi Road
Manchester, IA 52057

QUIT CLAIM DEED

For the consideration of ONE (1) Dollar(s) and other valuable consideration, Henry V. Cassman, a married person, by his attorney-in-fact, Phyllis A. Cassman, acting under a General Durable Power of Attorney dated July 9, 1997 (attached hereto as Exhibit "B"), does hereby Quit Claim to Phyllis A. Cassman all our right, title, interest, estate, claim and demand in the following described real estate in Delaware County, Iowa:

See Exhibit "A" (Page 3)
Exemption #21

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: September 7, 2011

X Henry V. Cassman by Phyllis A. Cassman, attorney-in-fact
Henry V. Cassman (Grantor) by Phyllis A. Cassman, Attorney-In-Fact

STATE OF IOWA)
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the 7th day of September, 2011 by Phyllis A. Cassman, acting on behalf of Henry V. Cassman.

David G. Wierman, Notary Public

NOTARIAL SEAL IOWA
David G. Wierman
Commission Number 762257
My Commission Expires
March 19, 2013

EXHIBIT "A"

Lots One (1), Two (2) and Three (3) of FAH-Sub-Division of Lot Eleven (11) in Facorah Addition to Manchester, Iowa, according to plat recorded in Book 2 Plats, Page 84, except the East thirty-five (35) feet of said Lot Three (3) and also except that part of Lot One (1) described as beginning at the Northwesterly corner of Lot Nine (9) of Facorah Addition to Manchester, Iowa, which said corner abuts on the South right-of-way line of the Illinois Central Railroad, thence Southeasterly along the Northeasterly line of said Lot Nine (9) a distance of seventy and eight-tenths (70.8) feet to the Northeasterly corner of said Lot Nine (9), thence Northeasterly on an extension of the Easterly line of said Lot Nine (9) to the South line of the Illinois Central Railroad, thence West along the South line of the Illinois Central Railroad to the point of beginning; also all that portion of vacated FAH Street described as commencing at the Northwest corner of Lot Ten (10) of said FAH Sub-Division, thence North 0°34' West fifty (50) feet, thence in a Westerly direction along the South line of Lots One (1) and Two (2) of said FAH Sub-Division to Northeast corner of Lot Seven (7) of said Facorah Addition, thence in a Southwesterly direction along the East line of said Lot Seven (7) a distance of one hundred twenty-five (125) feet to the Southeast corner of said Lot Seven (7), thence Southeasterly along the Northern boundary of Delhi Road a distance of sixty (60) feet to the Southwest corner of Lot Six (6) of said Facorah Addition, thence Northeasterly along the Western boundary of said Lot Six (6) a distance of one hundred eight and two-tenths (108.2) feet, thence East along the Northern most boundary of said Lot Six (6) a distance of thirty one (31) feet to the point of beginning; also that part of vacated FAH Street described as commencing at the Northwest corner of Lot Ten (10) of said FAH Sub-Division, thence North 0°34' West fifty (50) feet, thence North 89°44' East one hundred forty eight and fifteen hundredths (148.15) feet, thence South 0°34' East fifty (50) feet, thence South 89°44' West one hundred forty-eight and fifteen hundredths (148.15) feet to the point of beginning; except the North thirty (30) feet of vacated FAH Street abutting the East thirty-five (35) feet of Lot Three (3) of said FAH Sub-Division, except the North thirty (30) feet of vacated FAH Street abutting the West forty four and twenty five hundredths (44.25) feet of Lot Four (4) of said FAH Sub-Division, and also except that part of vacated FAH Street described as commencing at the Northwest corner of Lot Ten (10) of said FAH Sub-Division, thence North 0°34' West twenty (20) feet, thence North 89°44' East one hundred forty eight and fifteen hundredths (148.15) feet, thence South 0°34' East twenty (20) feet, thence South 89°44' West one hundred forty eight and fifteen hundredths (148.15) feet along the North line of said Lot Ten (10) to the point of beginning.

AND ALSO INCLUDING:

All that portion of vacated FAH Street described as commencing at the NW corner of Lot 10 of said FAH Sub-Division, thence N 0°34' W 50 ft., thence in a Westerly direction along the S line of Lots 1 and 2 of said FAH Subdivision to the NE corner of Lot 7, of said Facorah Addition, thence in a Southwesterly direction along the E line of said Lot 7 a distance of 125 ft to the SE corner of said Lot 7, thence Southeasterly along the Northern boundary of Delhi Road a distance of 60 ft to the SW corner of Lot 6 of said Facorah Addition, thence Northeasterly along the Western boundary of said Lot 6 a distance of 108.2 ft, thence E along the Northernmost boundary of said Lot 6 a distance of 31 feet to the point of beginning. (Exemptions #10 & #20 apply)

COPY

GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, HENRY V. CASSMAN, a resident of the State of Iowa, do hereby nominate and appoint my wife, PHYLLIS A. CASSMAN, my true and lawful attorney in fact (my Agent) with full power and authority, for me and in my name and on my behalf, to do and perform all matters and things, transact all business, make, execute and acknowledge any instruments of writing, including contracts, effects, orders and deeds, which may be proper or any matters or things pertaining to me or my property or my rights, with the same power and to all intents and purposes with the same validity as I could if personally present. If PHYLLIS A. CASSMAN shall die, become legally disabled, resign or refuse to act, then I name my son, RICHARD V. CASSMAN, as the successor Agent hereunder. If RICHARD V. CASSMAN shall die, become legally disabled, resign or refuse to act, then I name my son and daughter, BRIAN K. CASSMAN and PATRICIA ANN (CASSMAN) VAN EVERY, or the survivor of them, as successor co-Agents hereunder, and either Agent shall have the power to act for and on my behalf and one Agent's signature only shall be required in order to exercise the rights and powers of the Agent hereunder.

Without in any way limiting the power and authority hereby granted, I direct that the power and authority hereby granted shall include power and authority for me and in my name and on my behalf:

1. To do and perform any act which I might now or hereafter be entitled to do as the record holder of any interest in any firm, association, or corporation, or as agent for any person, firm or corporation, including the right to vote at any meetings of stockholders or members.

2. To sell, lease, mortgage, pledge or otherwise dispose of any and all of my properties, including bonds, stocks, choses in action, and all other property or properties of whatever kind and nature, whether the same be real, personal or mixed, or which I am or may hereafter be possessed, or in which I now or hereafter have or may have any interest whatsoever, wheresoever the same is or may be situated, all of which may be done for such price or prices or consideration and to such person or persons, firm or corporation as my said Agent may determine, and to sign, execute, acknowledge and deliver such lease or leases, assignments, transfers or conveyances for the absolute sale, lease, mortgage, pledge or other disposal of any of said properties, or any part thereof, with such clauses, covenants, and agreements to be

EXHIBIT B

therein contained as my Agent may think necessary, proper or desirable.

3. I grant unto my Agent the full power and authority to do and perform each and every act, deed, matter and thing whatsoever required and necessary to be done which relates to real estate, including, but not limited to, leasing and mortgaging said real estate and executing any necessary documents in relation thereto as fully as the undersigned might or could do if personally present and acting. I authorize said Agent to relinquish all rights of homestead, including but not limited to the statutory homestead share, and the distributive or elective share in and to all of any such real estate.

4. To appear in any court having jurisdiction of any action at law or in equity, or otherwise, involving my rights or property, and to prosecute, defend, arbitrate or compromise the matters or things involved therein.

5. To sign any and all checks, drafts or orders withdrawing funds from any commercial or savings account maintained by me; to open, maintain or close bank accounts, brokerage accounts, savings and checking accounts; to purchase, renew or cash certificates of deposit; to conduct any business with any banking or lending institution in regard to any of my accounts or certificates of deposit; to obtain bank statements, passbooks, drafts, money orders, warrants, certificates or vouchers payable to me by any person or entity, including the United States of America and expressly including the right to sell or cash U. S. Treasury Securities and Series E, EE and H Bonds.

6. To have full access to safe deposit boxes and the contents thereof.

7. To pay all city, county, state or federal taxes and to receive appropriate receipts therefor; to execute Form 2848, as amended, and to have full authority to execute power of attorney documents evidencing my Agent's right to the Internal Revenue Service or any other taxing authority to act for and on my behalf; to prepare, execute, file and obtain from the government income and other tax returns and other governmental reports, applications, requests and documents; to take any appropriate action to minimize, reduce or establish non-liability for taxes; to sue or take appropriate action for refunds of same; to appear for me before the Internal Revenue Service or any other taxing authority in connection with any matter involving federal, state or local taxes in which I may be a party, giving my Agent full power to do everything necessary to be done; to receive refund checks and deposit the same; to execute waivers of the statute of

limitations, and to execute closing agreements with the Internal Revenue Service for on my behalf.

8. To employ professional and business assistants of all kinds, including, but not limited to, attorneys, accountants, realtors, appraisers, and agents.

9. To apply for benefits and participate in programs offered by any governmental body, administrative agency, person or entity including, but not limited to, Medicare, Social Security benefits, and any and all other entitlement or benefit available to me.

10. To execute such documents as may be necessary to disclaim all or any part of an interest in property, whether real or personal, being bequeathed or distributed to me from any person or entity.

11. To proceed with all chattel and goods transactions, all bond share, mutual fund, and commodity transactions, and all insurance transactions. To sign any and all checks, drafts or orders withdrawing funds from any commercial or savings account maintained by me.

12. To pay any and all accounts, claims and demands now or hereafter payable by me and to act for me in connection with any business transaction or personal affairs in which I am engaged or shall hereafter become engaged, and generally to transact all business on my behalf and to make, execute and acknowledge all agreements, writings, assurances, or written instruments which may be required or necessary to effectuate any transaction to which I am a party and generally to act for me in all matters affecting my property or personal effects.

13. To make annual gifts for and on my behalf, to a maximum amount permitted as an annual gift tax exclusion pursuant to Internal Revenue Code Section 2503(b), as may hereafter be amended. Provided, however, that these annual gifts shall be made solely to my children, or if any child shall predecease, then an annual gift may be made to the descendants of that deceased child, but in any event the gift shall not exceed the amount pursuant to Section 2503(b) which the deceased child would have received if he or she were then surviving. In addition, the Agent shall have the full power and authority to complete all charitable bequests and pledges made in writing by me.

14. This Power of Attorney shall not be affected by disability of the principal, HENRY V. CASSMAN, and shall terminate upon my death.

IN WITNESS WHEREOF, I have hereunto executed this General Durable Power of Attorney this 9th day of July, 1997.

HENRY V. CASSMAN

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

The undersigned, a Notary Public in and for the above County and State, certifies that HENRY V. CASSMAN, known to me to be the same person whose name is subscribed as Principal to the foregoing Power of Attorney, appeared before me in person and acknowledged signing and delivering the instrument as the free and voluntary act of the Principal for the uses and purposes therein set forth.

DATED: July 9, 1997

NOTARY PUBLIC