Book 2017 Page 686

Document 2017 686 Type 03 001 Pages 3
Date 3/09/2017 Time 10:15:15AM
Rec Amt $17.00 Aud Amt $10.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 13th day
of March AD 2017
Carla K. Becker Auditor
By D. Hildebrand Deputy

WARRANTY DEED IN TRUST
Recorder's Cover Sheet

Preparer Information:
BETTY, NEUMAN & McMAHON, PLC
Cristy Tackett-Hunt, Attorney
1900 E. 54th St.
Davenport, IA 52807
563.424.7724

Tax Statement to:
Nicholas Dunkel
1671 – 195th St.
Manchester, IA 52057

Return Document To:
BETTY, NEUMAN & McMAHON, PLC
Attn: Cristy Tackett-Hunt, Attorney
1900 E. 57th St.
Davenport, IA 52807

GRANTOR(S): NICHOLAS E. DUNKEL, SUCCESSOR TRUSTEE OF THE JOAN V. DUNKEL LIVING TRUST DATED AUGUST 25, 2015

GRANTEE(S): NICHOLAS E. DUNKEL AND JOAN V. DUNKEL, TRUSTEES, OR THEIR SUCCESSORS IN INTEREST, OF THE NICHOLAS E. DUNKEL LIVING TRUST DATED AUGUST 25, 2015, AND ANY AMENDMENTS THERETO

Legal Description: See Page 2

WARRANTY DEED IN TRUST

STATE OF IOWA,
COUNTY OF DELAWARE, ss.

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, **NICHOLAS E. DUNKEL, SUCCESSOR TRUSTEE OF THE JOAN V. DUNKEL LIVING TRUST DATED AUGUST 25, 2015** (the "Trust"), for and in consideration of Ten ($10) Dollars and other good and valuable consideration in hand paid, CONVEYS AND WARRANTS unto:

> NICHOLAS E. DUNKEL, TRUSTEE, OR HIS SUCCESSOR IN INTEREST, OF THE NICHOLAS E. DUNKEL LIVING TRUST DATED AUGUST 25, 2015, AND ANY AMENDMENTS THERETO

All of the Trust's interest in the following described real estate in the County of Delaware and State of Iowa, to-wit:

> Lot Two, except a strip Twenty Five feet wide along the West Side thereof and except a strip Twenty feet wide along the South side thereof, and Lot Four, of the Subdivision of part of the South One-Half of South East quarter of Section Eighteen and part of East One-Half of Section Nineteen, all in Township Eighty Nine North, Range Five, West of the Fifth P.M., according to plat in Book A, page 87, subject to flowage rights in favor of the Iowa Electric Company as shown by decree in Appearance & Judgment Docket Twenty Two, page 229, Law & Chancery Record Twelve, page 383, and deed recorded in Book 59, page 369, also subject to easement for right of way in favor of Interstate Power Company as shown by deed recorded in Book F, page 298. Also part of Lot Three of the South East quarter of the South East quarter of Section Nineteen and that part of Lot Three of the Subdivision of part of the South One-Half of the South East quarter of Section Eighteen and part of the East One-Half of Section Nineteen, all in Township Eighty Nine North, Range Five, West of the Fifth P.M., described as commencing at the North West corner of the South East quarter of the South East quarter of said Section Nineteen, thence East on North line of said South East quarter of South East quarter Twenty feet, thence North Ninety Eight feet, thence West to a point on the East line of Lot Two of said Subdivision Forty feet North of the South East corner of said Lot Two, thence South to the South East corner of said Lot Two, thence East to a point Eighty Eight links North of point of beginning, thence South to point of beginning; subject to public highways and easements of record.

EXEMPT FROM TRANSFER TAX STAMPS UNDER 428A.2(21)

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 (a) that at the time of the delivery thereof the trust created by this Indenture and by said trust agreement 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 hereunto set their hands and seals this 25th day of August, 2015.

Successor Trustee of the Joan V. Dunkel Living Trust dated August 25, 2015

Nicholas E. Dunkel (SEAL)
NICHOLAS E. DUNKEL, Trustee

STATE OF IOWA)
) ss.
COUNTY OF Delaware)

I, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY, that NICHOLAS E. DUNKEL, in his capacity as Successor Trustee of the Joan V. Dunkel Trust dated August 25, 2015, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25 day of February, 2017.

MELINDA M. JOHN
Commission Number 799609
My Commission Expires
10/4/2019

Melinda M John
Notary Public in and for the State of Iowa