Recorded: 1/8/2020 at 8:33:33.0 AM
County Recording Fee: $52.00
Iowa E-Filing Fee: $3.00
Combined Fee: $55.00
Revenue Tax: $599.20
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 56

WARRANTY DEED

THE IOWA STATE BAR ASSOCIATION
Official Form No. 101
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Dan McClean, 401 First Avenue East, Dyersville, Iowa 52040
Phone: (563) 875-6002

Taxpayer Information: (Name and complete address)
David Mottet & Tamara Mottet, 20660 264th St., Delhi, IA 52223

Return Document To: (Name and complete address)
David Mottet & Tamara Mottet, 20660 264th St., Delhi, IA 52223

Grantors:
John Rankins

Grantees:
David Mottet
Tamara Mottet

Legal description: See Page 2

Document or instrument number of previously recorded documents:

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WARRANTY DEED

For the consideration of $375,000.00 Dollar(s) and other valuable consideration, John Rankins, married person do hereby Convey to David Mottet and Tamara Mottet as joint tenants with full rights of survivorship and not as tenants in common the following described real estate in Delaware County, Iowa: Lot Thirty-five (35) of "Clair-View Acres at Delhi, Iowa" in Sections Twenty-Three (23) and Twenty-Six (26), Milo Township, Delaware County, Iowa, according to plat thereof recorded in Book 2 Plats, Page 200; also all lake frontage running to the middle of the Maquoketa River bed with regard to said Lot Thirty-Five (35); also Parcel Q Part of Lot Thirty-Six of Clair-View Acres and Part of the lake frontage of said Lot 36 all in Section Twenty-Six (26), Township Eighty-Eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2004, Page 3696

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. 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 on 12-31-19.

John Rankins (Grantor)

(Grantor)

(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF Dubuque

This record was acknowledged before me on December 31, 2019, by John Rankins.

KARI LUECK
Commission Number 808691
My Commission Expires
January 30, 2021

Signature of Notary Public

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Preparer Information: Dan McClean, 401 First Avenue East, Dyersville, Iowa 52040 –Ph.563-875-6002

PRENUPTIAL AGREEMENT

THIS PRENUPTIAL AGREEMENT (the "Agreement") MADE AND EXECUTED ON THIS 21st day of November, 2019.

BETWEEN: **John Rankins**

AND

Amanda Conrad

BACKGROUND

A. This Agreement is made between and (collectively the "Parties" and individually a "Party" who are contemplating marriage each to the other.

B. The Parties intend for this Agreement to become effective upon their marriage pursuant to the law of the State of Iowa, including any Uniform Premarital Agreement Act, or other applicable laws, adopted by the State of Iowa.

C. The Parties wish to enter into this Agreement to provide for the status, ownership, and division of property between them, including future property owned or to be acquired by either or both of them.

D. The Parties further wish to affix their respective rights and liabilities that may result from this relationship.

E. The Parties recognize the possibility of unhappy differences that may arise between them. Accordingly, the Parties desire that the distribution of any property that either or both of them may own will be governed by the terms of this Agreement and, insofar as the statutory or case law permits, intend that any statutes that may apply to them, either by virtue of Federal or State legislation, will not apply to them.

F. The Parties acknowledge that they have been provided with a reasonable period of time to review this Agreement.

G. The Parties also acknowledge that they have had the opportunity to retain their own lawyer and to receive independent legal advice regarding the terms of this Agreement.

H. The Parties have disclosed to their satisfaction all assets and liabilities that each may have and voluntarily and expressly waive any other rights to disclosure of the property or financial obligations of each other beyond the disclosure provided.

I. Each Party agrees and affirms THAT:

a. The Parties did execute the Agreement voluntarily;

b. This Agreement was not unconscionable when it was executed;

c. Prior to execution of the Agreement, both Parties were provided a fair and reasonable disclosure of the property or financial obligations of the other Party;

d. They have, or reasonably could have had, an adequate knowledge of the property or financial obligations of the other Party; and

e. They entered into this Agreement freely and under no duress or undue influence on their decision by the other Party.

J. The Parties acknowledge that this Agreement will continue upon termination of marriage whether by death, divorce, or otherwise.

NOW THEREFORE in consideration of the upcoming marriage, and in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

PROPERTY

1. The Parties acknowledge that this Agreement will govern any determination of ownership of property that may occur in the event of the Parties separating, or upon the death of a Party.

See Schedule "A" and Schedule "B"

There is attached to this Agreement as Schedule A, a listing of all of the assets and liabilities of with their values. There is attached to this Agreement as Schedule B, a listing of all of the assets and liabilities of with their values. These Schedules are attached to the Agreement so as to fully demonstrate that the parties have entered into this Agreement with a clear understanding of the assets and net worth and potential income and net worth of each other. The parties accept Schedules A and B as a full listing of assets owned by them at the time of the marriage.

2. All jointly acquired or jointly held property, however and whenever acquired, will remain the property of and be owned by both Parties and will be treated as shared property (the "Shared Property").

3. Except as otherwise provided in this Agreement, all property will be treated as property owned solely by either one of the Parties (the "Separate Property") except where:

   a. it is Shared Property; or
   b. there is proof of shared legal ownership.

4. Nothing in this Agreement will prevent or invalidate any gift, or transfer for value, from one Party to the other of present or future property.

5. Unless a Party can reasonably show that they solely own a piece of property, where either Party commingles jointly owned property with Separate Property, any commingled property will be presumed to be Shared Property.

DEBTS

6. The Parties acknowledge that this Agreement will govern any determination of responsibility of debts that may occur in the event of the Parties separating, or upon the death of a Party. Reference to Schedule "A" and Schedule "B".

7. All jointly acquired or jointly held debts, however and whenever acquired, will remain the debts of and be owed by both Parties and will be treated as shared debts (the "Shared Debts").

8. Except as otherwise provided in this Agreement, all debts will be treated as debts owed solely by either one of the Parties (the "Separate Debts") except where:

   a. it is Shared Debt; or
   b. there is proof of shared legal responsibility.

MATRIMONIAL PROPERTY RELEASE

9. The Parties covenant and agree that they are aware of the equitable distribution laws of the State of Iowa, and that it is their intention that the equitable distribution laws will not apply to the status, ownership, interest and division of their property, either jointly or separately owned, nor to their future property, whether real or personal, and owned by either one or both of them, and the Parties further covenant and agree that it is their desire and intent by the terms of this Agreement to contract out of the equitable distribution laws of the State of Iowa, and to make a full and final settlement of all matters of property, both real and personal, previously and presently owned by either of the Parties or to be acquired by either of the Parties in the future.

DOWER, CURTESY AND HOMESTEAD RELEASE

10. Each Party releases all dower, curtesy and homestead rights under any statute of the State of Iowa, or any other jurisdiction whatsoever, that, but for this agreement, each would have in and to property in the name of the other, or in their names jointly or as tenants in common.

SUPPORT

11. In the event of a separation the Parties agree that spousal support may be payable to one of the Parties on the basis of the Party's financial circumstances at the time of separation or otherwise. It is understood and accepted by each Party that spousal support will be determined according to the appropriate Federal or State laws.

INHERITANCE

12. Any property acquired during the marriage by either party by way of gift, bequest, devise or inheritance from a third party shall be deemed the separate property of the party so acquiring, including, but not limited to, any income from it, or increase in

value of such assets at any time, whether due to market conditions or the services, skills or efforts of either party.

ESTATES AND TESTAMENTARY DISPOSITION

13. Nothing in this Agreement will limit or affect any rights that each may acquire as spouse or surviving spouse in the property, assets or estate of the other spouse.

14. Nothing in this Agreement will invalidate or prevent either Party from naming the other as a beneficiary by will or other testamentary disposition.

SEVERABILITY

15. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.

INTENTION OF THE PARTIES

16. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for many reasons, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.

DUTY OF GOOD FAITH

17. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.

FURTHER DOCUMENTATION

18. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.

TITLE/HEADINGS

19. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.

ENUREMENT

20. This Agreement will be binding upon and will inure to the benefit of the Parties, their respective heirs, executors, administrators, and assigns.

GOVERNING LAW

21. The laws of the State of Iowa will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties wherever either or both of them may from time to time reside.

TERMINATION OR AMENDMENT

22. This Agreement may only be terminated or amended by the Parties in writing signed by both of them.

ENTIRE AGREEMENT

23. The Agreement constitutes the entire agreement and understanding between the Parties to this Agreement and supersedes all prior communications, contracts, or agreements between these Parties with respect to the subject matter addressed in this Agreement, whether oral or written.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals on the 26th day of November, 2019.

Witness

Subscribed, sworn and acknowledged before me by Amanda Conrad and subscribed and sworn before me by Kim Hunter witness, this 26th day of November, 2019.

Notary Public in and for the State
of Iowa

Subscribed, sworn and acknowledged before me by John Rawlins and subscribed and sworn before me by Kim Hunter witness, this 27th day of November, 2019.

KARI LUECK
Commission Number 808691
My Commission Expires
January 30, 2021

Notary Public in and for the State
of Iowa