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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: David M. Marner, Jr.
Nazette, Marner, Nathanson, Shea
615 – 2nd Street SW
Cedar Rapids, Iowa 52404
Telephone: 319-366-1000
Facsimile: 319-313-7844

Return to/Taxpayer Address:
Matthew R. Morris
Dan Kolsrud and Christine K. Kolsrud
26353 – 212 Ave.
Delhi, IA 52223

TRUSTEE WARRANTY DEED

For the consideration of One Dollar ($1.00) and other valuable consideration Dan Kolsrud and Christine K. Kolsrud, Trustees of the Alfred and Mary Ann Morris Trust, established April 29, 1999 do hereby convey to a) Dan Kolsrud and Christine K. Kolsrud, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, as tenants in common with b) Matthew R. Morris, a single person, the following described real estate in Delaware County, Iowa:

See attached Exhibit A

together with all easements and servient estates appurtenant thereto, and subject to covenants, easements and restrictions of record.

The Deed represents a transfer pursuant to an administration after death and therefore this Deed is exempt from (a) real estate transfer tax and declaration of value requirements pursuant to Iowa Code Section 428A.2(3) (2020), and (b) groundwater hazard statement and declaration of value requirements pursuant to Iowa Code Section 455B.172(11)(a)(1) (2020).

The grantor does hereby covenant with grantee, and successors in interest, that grantor holds the real estate by title in fee simple; that grantor has 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 grantor covenants to warrant and defend the real estate against the lawful claims of all persons, except as may be above stated.

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.

The grantor further warrants to the grantee all of the following: That the Trust pursuant to which the transfer is made is duly executed and in existence; that to the knowledge of the grantor the persons creating the Trust were under no disability or infirmity at the time the Trust was created; that the transfer by the trustees to the grantees is effective and rightful; and that the trustees know of no facts or legal claims which might impair the validity of the trust or the validity of the transfer.

Dated: March 31, 2021

Dan Kolsrud, Co-Trustee of the Alfred and Mary Ann Morris Trust, established April 29, 1999

Christine K. Kolsrud, Co-Trustee of the Alfred and Mary Ann Morris Trust, established April 29, 1999

STATE OF IOWA)
) SS:
COUNTY OF LINN)

On this 31st day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared DAN KOLSRUD and CHRISTINE K. KOLSRUD, to me known to be the identical persons named in and who executed the foregoing instrument as Co-Trustees of the Alfred and Mary Ann Morris Trust, established April 29, 1999 and acknowledged that they executed the same as the voluntary act and deed of the persons and the fiduciaries.

Notary Public in and for State of Iowa

DAVID L. MARNER JR.
Commission Number 161800
My Commission Expires
August 16, 2021

Exhibit A

Lot Fourteen of "Stone's First Addition to Delaware County, Iowa", a subdivision of parts of the South East Quarter of North West Quarter and South West Quarter of North West Quarter of Section 25, Township 88 North, Range 5, West of the 5th P.M., according to the plat thereof recorded in Plat Record 2, page 90, in office of Recorder of Delaware County, Iowa; TOGETHER with all lake frontage running to the middle of the Maquoketa River bed with regard to the above-described real estate; together with use of the roadway from the public highway to said subdivision, and the use of the roadway as traveled or marked in Lots 27 and 28 of said subdivision, for ingress and egress to said Lot 14, all in common with others rightfully using the same. Subject to covenants of record.

It is mutually agreed by the parties hereto that said premises shall be used only for one private cottage or dwelling on each lot and will not be used for any commercial, unlawful or immoral purpose; that the cottage or dwelling erected thereon shall contain at least 480 square feet of floor space enclosed within the building and shall be promptly completed in a neat and workmanlike manner, shall contain drains and toilet connected to septic tank, and no part of said building or porches connected thereto shall be within ten feet of any boundary line other
than the water front of said Lot, and no trailers or mobile homes shall be located thereon; that all weeds, brush, garbage, ashes, refuse, junk and waste shall be burned, buried or removed from said premises and none deposited in the water adjoining the Subdivision, aforesaid; that in order to protect the desirability, beauty and value of all the land in said Subdivision for the benefit of all owners thereof, all conveyances by the parties hereto, their heirs, personal representatives and assigns, of any lots in said Subdivision shall contain the restrictions set forth in this clause; and that these covenants shall be construed as running with the land and be binding on the parties hereto, their heirs, personal representatives, and assigns, and all present and subsequent owners of any part of said Subdivision.