Book 2021 Page 1183
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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26353 – 212 Ave.
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PURCHASERS' AFFIDAVIT

STATE OF IOWA)
) ss.
COUNTY OF LINN)

RE: 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.

We, Matthew R. Morris, a single person, Dan Kolsrud and Christine K. Kolsrud, a married couple, being first duly sworn (or affirmed) under oath depose and state that we are the purchasers of the real estate described above. We have relied upon the Trustee Warranty Deed dated the 31st day of March, 2021, from Dan Kolsrud and Christine K. Kolsrud, Trustees of the Alfred and Mary Ann Morris Trust, established April 29, 1999.

The undersigned purchasers have no notice or knowledge of any adverse claims arising out of the execution and recording of the deed from Dan Kolsrud and Christine K. Kolsrud, Trustees of the Alfred and Mary Ann Morris Trust, established April 29, 1999.

This Affidavit is given to establish reliance on the statements made in the Trustee Warranty Deed referred to above for all purposes contemplated under Iowa Code Section 614.14.

Dated this 31st day of March, 2021.

Matthew R. Morris

Dan Kolsrud

Christine K. Kolsrud

STATE OF IOWA)
) SS:
COUNTY OF LINN)

This document was acknowledged before me on this 31st day of March, 2021, by MATTHEW R. MORRIS, a single person.

Notary Public in and for State of Iowa

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

STATE OF IOWA)
) SS:
COUNTY OF LINN)

This document was acknowledged before me on this 31st day of March, 2021, by DAN KOLSRUD and CHRISTINE R. KOLSRUD, a married couple.

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.