Book 2025 Page 447
Document 2025 447 Type 06 010 Pages 14
Date 2/20/2025 Time 8:38:39AM
Rec Amt $.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

**STATEMENT OF COMPLIANCE re: AFFIDAVIT OF CONVERSION**
**Pursuant to Iowa Code 435.26**
**Recorder's Cover Sheet**

**Preparer Information:**
Jenny Eschen
Delaware County Treasurer
PO Box 27
Manchester, IA 52057
563-927-2845

**Taxpayer Information:**
Lonnie L Latteyer
1527 165th St
Manchester, IA 52057

**Return Address**
Jenny Eschen
Delaware County Treasurer
PO Box 27
Manchester, IA 52057

**Grantors:**
Lonnie L Latteyer

**Grantees:**
Delaware County Treasurer

IOWA | DOT

Form 411186 (03-24)

# AFFIDAVIT IN LIEU OF SURRENDER OF TITLE FOR MANUFACTURED OR MOBILE HOME

EXPLANATION / INSTRUCTIONS

1. This affidavit is authorized by Iowa Code 435.26B and may be used to effectuate a surrender of certificate of title for a manufactured or mobile home if an Iowa title has never been issued or was issued and has been surrendered previously.
2. A preparer (lawyer or agent) may assist with the document and should be noted below.
3. Part J (Execution by Owners) must be notarized. Therefore, this form must be signed as an original by all signatories at each step of the process.
4. When Parts A through H are complete, submit with all required attachments to Iowa DOT with payment of $5.00 as per Administrative Rule 761.400.40(3). For questions regarding this form contact vehicle.recordpolicy@iowadot.us .

Please mail to:
Systems and Administration Bureau
Iowa Department of Transportation
P.O. Box 9204
Des Moines, IA 50306-9204

| OPTIONAL - Complete only if a preparer assisted with the document | | | |
|---|---|---|---|
| Preparer Name<br>Teresa Turnis | Preparer's Agency/Position | | |
| Address<br>2418 180 Ave | City<br>Manchester | State<br>IA | ZIP Code<br>52057 |
| E-mail*<br>teresaturnis@gmail.com | | Phone<br>563-920-2979 | |
| Return Completed Affidavit to:<br>Teresa Turnis | | | |

** E-mail and phone are not required and will only be used for questions about this transaction; this information will not be retained.*

| PART A - OWNER/ APPLICANT INFORMATION | | | |
|---|---|---|---|
| Owner No.1 Full Name or Business/Organization Name<br>Lonnie L. Latteyer | | County of Residence<br>Delaware | |
| Iowa Driver License number OR Iowa ID Card number OR Social Security Number OR FEIN if business<br>[redacted] | | | |
| Address<br>1527 165th St. | City<br>Manchester | State<br>IA | ZIP Code<br>52057 |
| E-mail*<br>lilatte73@gmail.com | | Phone<br>563-927-8816 | |
| Owner No.2 Full Name or Business/Organization Name<br>Judy R. Latteyer | | | |
| Iowa Driver License number OR Iowa ID Card number OR Social Security Number OR FEIN if business<br>[redacted] | | | |
| Address<br>1527 165th St. | City<br>Manchester | State<br>IA | ZIP Code<br>52057 |

** E-mail and phone are not required and will only be used for questions about this transaction; this information will not be retained*
*Please attach a separate page if necessary for additional owners.*

| PART B - DESCRIPTION OF MANUFACTURED OR MOBILE HOME (THE "HOME") | | | |
|---|---|---|---|
| Year<br>1973 | Make<br>Trademark Homes | Model | VIN or Serial Number*<br>482 4 F2002 |

** If VIN or Serial number is unknown or uncertain, submit a photo of identification plate with as much information as possible.*

## PART C - STATEMENT OF OWNERSHIP, LIENS, ENCUMBRANCES OR SECURITY INTERESTS

Owner(s) has/have title or interest in the Home as follows:
Joint Tenants with Full rights of Survivorship

Lonnie L. Latteyer
Judy R. Latteyer

Indicate and detail persons or organizations that have a lien, encumbrance or security interest in the home:

☒ None ☐ One ☐ Two ☐ Three

| Name | Address, City, State, ZIP Code | Type of Interest |
|---|---|---|
| | | |
| | | |
| | | |

*Attach pages if necessary for additional explanation or statement of liens, encumbrances or security interests.*

## PART D - FACTS AFFECTING VALIDITY OF TITLE, LIENS, OR ENCUMBRANCES

Check one of the following:

☒ The owner(s) is/are NOT aware of (i) any other claim, lien, or encumbrance affecting the Home, (ii) any facts or information that could reasonably affect the validity of title to the home or the existence of any security interests in it.

☐ The owner(s) is/are aware of (i) another claim, lien, or encumbrance affecting the Home, and/or (ii) any facts or information that could reasonably affect the validity of title to the home or the existence of any security interests in it. Attach separate explanation.

## PART E - RECORD OF PURCHASE / ACQUISITION

The current owner purchased / acquired the Home from the following (full name or business / organization name)
Henry S. Bramman and Margaret S. Bramman

| Address | City | State | ZIP Code |
|---|---|---|---|
| 1527 165th St | Manchester | IA | 52057 |

| How was the Home acquired (purchase, inheritance, etc.) | Date of Acquisition (approximate if needed) |
|---|---|
| Warranty Deed - Purchased | October 30, 1995 |

## PART F - TITLE OPINION

This affidavit requires a written opinion by an attorney licensed to practice law in Iowa who has examined the abstract of title on the land upon which the Home is situated. The opinion states the names of the owners and holders of mortgages, liens or other encumbrances on the land upon which the Home is situated and notes the encumbrances along with any bonds securing the encumbrances. Utility assessments shall not be construed to be encumbrances.

☒ Title opinion attached

## PART G - CITY/ COUNTY ENDORSEMENT OF LOCATION

The Home is located on real property described in the attorney title opinion (Part F) and all the following apply:

1. The Home is located outside a manufactured home community or mobile home park; and
2. The Home has been converted to real estate by being placed on a permanent foundation; and
3. The Home has been entered on the tax rolls

Endorsed by City or County Assessor

| Full Name | Title / Jurisdiction |
|---|---|
| DAN LEIT | Assessor / Delaware County. |
| Signature | Date |
| Dan Leit | 2/20/2025 |

## PART H - STATEMENT OF TITLE SEARCH BY OWNER(S)

☐ After diligently searching for the same, the owner(s) has/have been unable to locate and produce a manufacturer's certificate of origin or a certificate of title for the Home.

☒ Owner(s) has/have no knowledge that a certificate of title has previously been issued or surrendered for the Home.

## PART I - DEPARTMENT OF TRANSPORTATION ENDORSEMENT AND RECEIPT OF PAYMENT

☑ The department has searched its records and endorses this affidavit to certify (i) there is no record of a certificate of title having ever been issued or (ii) no record of a certificate of title that was issued and has not been surrendered. Furthermore, the department has found no record of any ownership interest contrary to the ownership interested asserted by the owner(s) and no lien, encumbrance, or security interest contrary to those specified by the owner(s) for the Home.

OR

☐ The department has searched its records and is unable to endorse this affidavit for the following reason(s):

☐ The owner(s) and/or the preparer has/have paid the $5.00 fee required by Administrative Rule 761.400.40(3)for the review of this affidavit.

| Full Name | Title |
|---|---|
| Jenny Eschen | Treasurer |
| Signature (only if endorsing the affidavit) | Date |
| Jenny Eschen | 2.20.25 |

Form 411186 (03-24)

## PART J - DEPARTMENT OF TRANSPORTATION ENDORSEMENT AND RECEIPT OF PAYMENT

I (we) the undersigned, being first duly sworn (or affirmed) under oath, state of my (our) personal knowledge that all the preceding information set out in this affidavit is true and correct.

Lonnie L. Latteyer
Owner No. 1 Printed Name

Judy R. Latteyer
Owner No. 2 Printed Name

Lonnie Latteyer
Signature

Judy Latteyer
Signature

Additional Owner Printed Name

Additional Owner Printed Name

Signature

Signature

For witnessing or attesting signature:

State of Iowa

County of Delaware

Signed (or attested) before me on

Date Feb 19, 2025

Name of Notary Teresa J. Turnis

Signature of Notary Teresa J. Turnis

Official Seal

NOTARIAL SEAL IOWA
TERESA TURNIS
Commission Number 723636
My Comm. Exp. 1-25-27

IOWA™
Title Guaranty

January 31, 2025

Community Savings Bank
221 E Main St
Manchester, IA 52057

IOWA™
Title Guaranty

# Commitment for Iowa Title Guaranty Title Certificate

ALTA Commitment Form
2021 v. 01.00 (07-01-2021)

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE CERTIFICATES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST IOWA TITLE GUARANTY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE CERTIFICATE MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE, SUBJECT TO IOWA ADMINISTRATIVE CODE R. 265—9.7(2)"b". THE PROCEDURES USED BY IOWA TITLE GUARANTY TO DETERMINE GUARANTEEABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO IOWA TITLE GUARANTY, WERE PERFORMED SOLELY FOR THE BENEFIT OF IOWA TITLE GUARANTY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED GUARANTEED.

IOWA TITLE GUARANTY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A CERTIFICATE TO A PROPOSED GUARANTEED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. IOWA TITLE GUARANTY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE CERTIFICATE

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Iowa Title Guaranty, hereinafter called ITG, commits to issue the Certificate according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Certificate described in Schedule A, only when ITG has entered in Schedule A both the specified dollar amount as the Proposed Coverage Amount and the name of the Proposed Guaranteed.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and ITG's liability and obligation end.

## COMMITMENT CONDITIONS

1. DEFINITIONS
   - (a) "Certificate": Each contract of title guaranty, in a form adopted by the American Land Title Association, issued or to be issued by ITG pursuant to this Commitment.
   - (b) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   - (c) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   - (d) "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be guaranteed by the Certificate.
   - (e) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   - (f) "Proposed Coverage Amount": Each dollar amount specified in Schedule A as the Proposed Coverage Amount of each Certificate to be issued pursuant to this Commitment.
   - (g) "Proposed Guaranteed": Each person identified in Schedule A as the Proposed Guaranteed of each Certificate to be issued pursuant to this Commitment.



*This page is only a part of a 2021 ALTA Commitment for Title Certificate issued by Iowa Title Guaranty. This Commitment is not valid without the Notice; the Commitment to Issue Certificate; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by Iowa Title Guaranty or its issuing participant that may be in electronic form.*

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(h) "Public Records": The recording or filing system established under Iowa statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

(i) "State": The State of Iowa.

(j) "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Certificate, this Commitment terminates and ITG's liability and obligation end.

3. ITG's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;

(b) the Commitment to Issue Certificate;

(c) the Commitment Conditions;

(d) Schedule A;

(e) Schedule B, Part I—Requirements;

(f) Schedule B, Part II—Exceptions; and

(g) a counter-signature by ITG or its issuing participant that may be in electronic form.

4. ITG'S RIGHT TO AMEND

ITG may amend this Commitment at any time. If ITG amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of ITG is limited by Commitment Condition 5. ITG is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) ITG's liability under Commitment Condition 4 is limited to the Proposed Guaranteed's actual expense incurred in the interval between ITG's delivery to the Proposed Guaranteed of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Guaranteed's good faith reliance to:

(i) comply with the Schedule B, Part I—Requirements;

(ii) eliminate, with the ITG's written consent, any Schedule B, Part II—Exceptions; or

(iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) ITG is not liable under Commitment Condition 5(a) if the Proposed Guaranteed requested the amendment or had Knowledge of the matter and did not notify ITG about it in writing.

(c) ITG is only liable under Commitment Condition 4 if the Proposed Guaranteed would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Guaranteed.

(d) ITG's liability does not exceed the lesser of the Proposed Guaranteed's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Coverage Amount.

(e) ITG is not liable for the content of the Transaction Identification Data, if any.

(f) ITG is not obligated to issue the Certificate referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of ITG.

(g) ITG's liability is further limited by the terms and provisions of the Certificate to be issued to the Proposed Guaranteed.

6. LIABILITY OF ITG MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

(a) Only a Proposed Guaranteed identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract under the State law of the State of Iowa and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Guaranteed against ITG must be filed in the Iowa District Court for Polk County in Des Moines, Iowa.

(c) This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the



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subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Certificate.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by ITG.

(f) When the Certificate is issued, all liability and obligation under this Commitment will end and ITG's only liability will be under the Certificate.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING PARTICIPANT

The issuing participant is ITG's agent only for the limited purpose of issuing title commitments and certificates. The issuing participant is not ITG's agent for closing, settlement, escrow, or any other purpose.

8. PRO FORMA CERTIFICATE

ITG may provide, at the request of a Proposed Guaranteed, a pro forma certificate illustrating the coverage that ITG may provide. A pro forma certificate neither reflects the status of Title at the time that the pro forma certificate is delivered to a Proposed Guaranteed, nor is it a commitment to issue a certificate.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Certificate to be issued to the Proposed Guaranteed. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY CERTIFICATE ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION—DELETED

**IOWA TITLE GUARANTY**

By: Dillon D. Malone, Director



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IOWA Title Guaranty

# Commitment for Iowa Title Guaranty Title Certificate

2021 v. 01.00 (07-01-2021)

**Transaction Identification Data, for which ITG assumes no liability as set forth in Commitment Condition 5(e):**
Commitment Number: C-250002870
Issuing Participant: Jane E. Hanson
Issuing Office: Hanson Law Office, PLLC
Issuing Office's File Number:
Issuing Office's ALTA® Registry ID:
Loan ID Number: 3404463
Property Address: 1527 165th St, MANCHESTER, IA 52057
Proposed Mortgagor(s): Colin Matthew Brown

## SCHEDULE A

1. Commitment Date: January 21, 2025 at 08:00:00 AM

2. Certificate to be issued:

| | | Proposed Coverage Amount: |
|---|---|---|
| (a) | Owner Certificate<br>Proposed Guaranteed:<br>Colin Matthew Brown<br>The estate or interest to be guaranteed: Fee Simple | $125,000.00 |
| (b) | Lender First Certificate<br>Proposed Guaranteed:<br>Community Savings Bank its successors and/or assigns, EDGEWOOD, IA<br>The estate or interest to be guaranteed: Fee Simple | $115,000.00 |

3. The estate or interest in the Land at the Commitment Date is:
   Fee Simple

4. The Title is, at the Commitment Date, vested in:
   Lonnie L. Latteyer and Judy R. Latteyer, as joint tenants with full rights of survivorship and not as tenants in common.

5. The Land is described as follows:
   Parcel C - Part of the SE 1/4 of the NW 1/4 of Section 1, T89N, R6W of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 131.

End of Schedule A.

Hanson Law Office, PLLC
401 E MAIN ST
MANCHESTER, IA 52057-1729
(563) 927-5920

Jane E. Hanson, Attorney at Law
ITG Number: 10586



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## SCHEDULE B, PART I—REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Guaranteed must notify ITG in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. ITG may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be guaranteed.
3. Pay the premiums, fees, and charges for the Certificate to ITG.
4. Documents satisfactory to ITG that convey the Title or create the Mortgage to be guaranteed, or both, must be properly authorized, executed, delivered, and recorded in the Public Records:
   (a) Warranty Deed from Lonnie L. Latteyer and Judy R. Latteyer and spouse(s) if any, conveying the Land to Colin Matthew Brown. Note: The marital status of the grantor(s) must be shown on said deed.
   (b) Release of any claims or judgments against the titleholder(s) that would be liens on the Land.
   (c) Real Estate Mortgage from Colin Matthew Brown and spouse(s), if any, to Community Savings Bank, securing a debt in the amount of $115,000.00. Note: The marital status of all mortgagor(s) must be shown on the mortgage.
   (d) Confirmation that the county recorder and courthouse are processing filings and permitting abstractor access to perform necessary final title searches through the date of the vesting deed and/or Guaranteed Mortgage filing.
5. The following additional non-record requirements satisfactory to ITG:
   (a) Obtain a completed, signed, and notarized Composite Mortgage Affidavit ("CMA") from the owners/sellers; and spouses, if any; and buyers, if any, of the Land. If there are any affirmative disclosures, the CMA and all related documentation must be provided to the examining participating attorney for review prior to closing. All matters that impair the titleholders' interest or the priority, validity, or enforceability of the Guaranteed Mortgage must be resolved of record. Any matters that do not impair the titleholders' interest or the priority, validity, or enforceability of the Guaranteed Mortgage must be shown as exceptions in Schedule B, Part I of the Certificate(s). If the combined Coverage Amount for all Lender Form—Iowa Title Guaranty Certificates is not greater than the conforming loan limit published by the Federal Housing Finance Agency in effect at the Commitment Date, upon receipt of the completed, signed, and notarized CMA from the owners/sellers; spouses, if any; and buyers, if any, of the Land, Schedule B, Part II Exception No. 2 shall not appear in the Lender Form—Iowa Title Guaranty Title Certificate.
   (b) Search the Mechanic's Notice and Lien Registry ("MNLR") at the time of closing. If the search reveals any of the following, list the posting in Schedule B, Part II, and resolve each posting as follows: (i) Mechanic's Lien: obtain final lien waivers from all contractors, subcontractors, materialmen, or suppliers and post satisfaction(s) of lien to the MNLR. (ii) Commencement of Work: (a) obtain final lien waivers from all contractors, subcontractors, materialmen, or suppliers and post withdrawal(s) to the MNLR; or (b) obtain lien waiver(s) through and including the filing date of the vesting deed and/or Guaranteed Mortgage and post to the MNLR. (iii) Preliminary Notice: (a) obtain final lien waivers from all contractors, subcontractors, materialmen, or suppliers and post withdrawal(s) to the MNLR; or (b) obtain lien waiver(s) through and including the filing date of the vesting deed and/or Guaranteed Mortgage and post to the MNLR.
   (c) If personal lien searches, performed by a participating abstractor, for anyone who will obtain an interest in the Land are not obtained, then confirm that the Guaranteed Mortgage meets the definition of a purchase money mortgage as defined by Iowa Code § 654.12B and includes a statement on the mortgage that it is a purchase money mortgage. All matters that impair the priority, validity, or enforceability of the Guaranteed Mortgage must



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be resolved of record. Any matters that do not impair the priority, validity, or enforceability of the Guaranteed Mortgage must be shown as exceptions in Schedule B, Part I of the Certificate(s). All matters that impair the interest of the proposed titleholders but do not impair the priority, validity, or enforceability of the Guaranteed Mortgage must be shown as exceptions in Schedule B, Part II of the Lender Form—Iowa Title Guaranty Certificate and in Schedule B, Part I of the Owner Form—Iowa Title Guaranty Certificate.

(d) If a Gap Coverage Endorsement or a Closing Protection Letter is issued in conjunction with this Commitment: (i) Obtain from a participating abstractor a written pre-closing search certification, as close to the closing date as possible; (ii) All matters disclosed by the pre-closing search certification that impair the titleholders' interest or the priority, validity, or enforceability of the Guaranteed Mortgage must be resolved of record. Any matters that do not impair the titleholders' interest or the priority, validity, or enforceability of the Guaranteed Mortgage must be shown as exceptions in Schedule B, Part I of the Certificate(s); and (iii) Record the documents that convey the Title or create the Mortgage to be guaranteed, or both, immediately after disbursement, and in no event later than the tenth business day following the certification date of the pre-closing search certification.

(e) Subject to Iowa Administrative Code r. 265—9.7(2), obtain a written final title opinion prepared by an ITG participating attorney that is based upon a review of an appropriate abstracting product prepared by an ITG participating abstractor. The final title opinion must state that the Guaranteed Mortgage is valid and enforceable against the Land and in the desired lien position and that the titleholders hold marketable title to the Land.

(f) Obtain a completed Notice of Availability of Iowa Title Guaranty Owner Certificate signed by each buyer electing or declining an owner certificate.

(g) Comprehensive—Improved Land Endorsement:
(i) Confirm the Land is not vacant land, undergoing any type of construction, or unsubdivided land;
(ii) Examine and specifically identify in Schedule B, Part II all agreements, covenants, conditions, restrictions, easements, options, interests, rights, reservations, surveys, plats, assessments, liens, and/or encroachments, including those found in deeds and plats of survey;
(iii) Confirm there are no violations of the items noted in Schedule B, Part II pursuant to (ii) above. If a violation or encroachment is discovered within the record, specifically identify those violations and/or encroachments as exceptions in Schedule B, Part II; and
(iv) Specifically identify in Schedule B, Part II any and all encroachments, including but not limited to the following: (a) encroachments of improvements of the Land onto adjoining property; (b) encroachments of improvements of adjoining properties on the Land; and (c) encroachments of improvements of the Land into an easement or setback area on the Land.

(h) Environmental Protection Lien Endorsement (ALTA 8.1):
(i) Confirm the presence of a residence, either a single-family dwelling or a one-to-four unit multi-family housing dwelling;
(ii) Confirm a participating abstractor has performed a search of the available lien indexes for environmental protection liens, including federal court records if the federal court is located within the county being searched; and
(iii) Show any environmental protection lien(s) revealed as an exception(s) in Schedule B, Part II.



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## SCHEDULE B, PART II—EXCEPTIONS

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Certificate treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Certificate will not guarantee against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of ITG:

1. Any right or claim of a party in possession not shown by the Public Records.
2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, and/or encroachment (including an encroachment of an improvement across the boundary lines of the Land).
3. Any easement or claim of easement, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, and/or materials heretofore or hereafter furnished, imposed by law, and not shown by the Public Records.
5. Any taxes and/or special assessments which are not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, and/or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
7. The lien of the taxes for the July 1, 2023 - June 30, 2024, fiscal year and thereafter, with the first half due on September 1, 2024 (delinquent after September 30, 2024) and the second half due on March 1, 2025 (delinquent after March 31, 2025). First installment paid. Second installment unpaid, but not delinquent.
8. Ordinances and/or regulations for the city or county in which the Land is located.
9. Plat(s) and/or survey(s) filed with the recorder's office for the county in which the Land is located, including all easements, building setbacks, restrictions, reservations, and/or notations.
10. Terms, provisions, conditions, restrictions, easements, reservations, rights, options, assessments, costs, and/or maintenance obligations filed of record with the recorder's office of the county in which the Land is located.
11. Terms, provisions, conditions, restrictions, reservations, rights, options, easements, costs and/or maintenance obligations contained in any floodplain designation.
12. Plat of Parcel B and Parcel C filed April 18, 1995 at Book 7 Plats, Page 131 in the Delaware County, Iowa Recorder's Office, including all easements, building setbacks, restrictions, reservations, and/or notations.
13. Terms, provisions, conditions, restrictions, reservations, rights, options, easements, costs, and/or maintenance obligations contained in Transmission Line Easement to Interstate Power Company filed August 30, 1961 in Book J, Misc., Page 352 in the Delaware County, Iowa Recorder's Office.
14. Terms, provisions, conditions, restrictions, reservations, rights, options, easements, costs, and/or maintenance obligations contained in Transmission Line Easement to Interstate Power Company filed April 12, 1963, at Book J, Misc., Page 462 in the Delaware County, Iowa Recorder's Office.
15. Terms, provisions, conditions, restrictions, reservations, rights, options, easements, costs, and/or maintenance obligations contained in Right of Way Agreement to Central Iowa Power Cooperative filed April 17, 1968, at Book L, Misc., Page 134 in the Delaware County, Iowa Recorder's Office.



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16. Terms, provisions, conditions, restrictions, reservations, rights, options, easements, costs, and/or maintenance obligations contained in Easement Agreement for Driveway filed June 7, 1995, at Book 5, Misc., Page 153 in the Delaware County, Iowa Recorder's Office.

17. Terms, provisions, conditions, restrictions, reservations, rights, options, easements, costs, and/or maintenance obligations contained in Warranty Deed filed January 31, 1986, at Book 118, L.D., Page 124 in the Delaware County, Iowa Recorder's Office. This Warranty Deed contains a well water easement.

**Notes and/or Instructions:**

1. Proposed Lender First Guaranteed has requested the following endorsement(s):
   Comprehensive—Improved Land
   Environmental Protection Lien (ALTA 8.1 2021 v. 01.00)

2. Proposed Owner Guaranteed has requested the following endorsement(s):
   None

End of Schedule B.

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401 E MAIN ST
MANCHESTER, IA 52057-1729
(563) 927-5920

Jane E. Hanson, Attorney at Law
ITG Number: 10586



*This page is only a part of a 2021 ALTA Commitment for Title Certificate issued by Iowa Title Guaranty. This Commitment is not valid without the Notice; the Commitment to Issue Certificate; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by Iowa Title Guaranty or its issuing participant that may be in electronic form.*

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