



BK: 2023 PG: 969
Recorded: 5/8/2023 at 11:29:49.0 AM
Pages 4
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Prepared by & Return to: Clint Coons, Esq., Anderson Business Advisors, PLLC, 732 Broadway, Suite 201, Tacoma, Washington 98402, 800-706-4741

Address Tax Statements: 80111 North Ave Trust, 3225 McLeod Drive, Suite 777, Las Vegas, Nevada 89121, 725-228-7103

WARRANTY DEED

For the consideration of Ten Dollars (\$10.00) and other valuable consideration, **Daniel Lancelotti**, (hereinafter Grantor), does hereby convey to **80111 North Ave Trust, dated April 7, 2023, Carter Coons, Esq., his successor or successors in interest, as Trustee**, (hereinafter Grantee), the following real estate located in Madison County, Iowa, to wit:

Lot Eight (8) of Glenwood Plat 1, an Addition to the City of Winterset, Madison County, Iowa.

Subject to All covenants, Restrictions and Easements of Record.

Parcel #838 838008905110800 00

Property Address: 801 11th Avenue Circle North, Winterset, Iowa 50273

Exempt Instrument: This Warranty Deed is exempt from Declaration of Value and Transfer Tax pursuant to Iowa Code Section 428A.2(21) as a transfer in which the consideration is five hundred dollars or less.

Grantors do hereby covenant with Grantee, 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.

Full power and authority is hereby granted to said trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property 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, in possession or reversion, by leases to commence praesenti or futuro, and upon any terms and for any period of time, not exceeding in the case of any single demise the term of 99 years, and renew or extend leases upon any terms and for any periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property to condominium, 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.

Any contract, obligation, indebtedness, or other incurred or entered into by the Trustee under the terms of the aforesaid Trust in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be representations, warranties, covenants, undertakings, promises, and agreements by the Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein, and that no personal liability of personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee individually or on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the said Trustee, either released and all persons, corporations and other legal entities whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record for this Deed.

In no case shall any party dealing with said Trustee in relation to said property, or to whom said property 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 property, or be obliged to see that the terms of this trust have been complied with, or 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 property 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 binding upon all beneficiaries thereunder, (c) that the 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 are fully vested with all the title estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each beneficiary under the trust agreement hereunder and of all persons claiming under them or any of them shall be only in possession, earnings, avails and proceeds arising from

the sale or other disposition of said property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said property as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid. The situs of the domicile of the Beneficiary shall be the governing jurisdiction for any legal action undertaken pursuant to the interests of any Beneficiary hereunder. The Power(s) of Direction over the actions of the Trustee shall be held by those holding a majority of Beneficial shares unless otherwise granted herein.

The initial Trustee holding title to the aforesaid property for the aforementioned trust under the terms of the aforesaid trust agreement shall be Carter Coons, Esq. The situs of the domicile of said trust shall be the domicile of the Trustee and of any successor Trustee who shall henceforth act in that capacity. The said situs of the Trust shall be the governing jurisdiction for any legal action undertaken pursuant to the assets of the aforesaid trust. In the event of the said Trustee's death, incapacity, disappearances, bankruptcy, resignation or unwillingness to act in accordance with directions given by the filing of a death certificate or notice of dismissal of the initial Trustee or of any successor Trustee hereafter named in the Public Records of the county in which any trust property is held, along with an Affidavit attesting to the appointment and acceptance by any of the following successor Trustees, without regard to the order in which listed, shall be effective to vest title to said successor Trustee or Trustees.

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.

Daniel Lancelotti
Daniel Lancelotti, Grantor

4/18/23
Date

Acknowledgement

State of IOWA)
)ss.
County of POIK)

On April 18, 2023, before me, Schaeffer Simmons, a Notary Public, personally appeared, Daniel Lancelotti, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Schaeffer Simmons
Notary Public