

BK: 2025 PG: 198  
Recorded: 1/22/2025 at 10:38:53.0 AM  
Pages 14  
County Recording Fee: \$72.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$75.00  
Revenue Tax: \$0.00  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

**Recorder's Cover Sheet**

**Prepared by:**  
**Danielle Guisinger**  
**5022 Grand Ridge**  
**West Des Moines, IA 50266**  
**Phone: 515-864-9370**

**Return to:**  
**GreenState Credit Union**  
**ATTN: Mortgage Servicing**  
**2355 Landon Road**  
**North Liberty, IA 52317**

## 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](mailto: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 <b>Danielle Guisinger</b>		Preparer's Agency/Position <b>lawyer, Hope Law firm</b>	
Address <b>5022 Grand Ridge</b>		City <b>WDM</b>	State ZIP Code <b>IA 50216</b>
E-mail* <b>danielle.g@gethuprwa.com</b>		Phone <b>58649370</b>	
Return Completed Affidavit to: <b>5022 Grand Ridge, WDM IA 50216</b>			

\* 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 <b>Dreamstyle Homes LLC</b>			County of Residence <b>Dallas</b>
Iowa Driver License number OR Iowa ID Card number OR Social Security Number OR FEIN if business <b>04-3366347</b>			
Address <b>33259 V Court</b>		City <b>Waukee</b>	State ZIP Code <b>IA 50263</b>
E-mail* <b>kyle@centraldsmhomes.com</b>		Phone	
Owner No.2 Full Name or Business/Organization Name			
Iowa Driver License number OR Iowa ID Card number OR Social Security Number OR FEIN if business			
Address		City	State ZIP Code

\* 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 <b>2003</b>	Make <b>Wardfield Limited</b>	Model <b>L293CTR</b>	VIN or Serial Number* <b>ACD2-38-03850R-B</b>

\* 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:

Dreamstyle Homes, LLC

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)

Ricki McFarland &amp; Cindy Stephens

Address	City	State	ZIP Code
808 E. Filmore St	Winterset	IA	50273

How was the Home acquired (purchase, inheritance, etc.)	Date of Acquisition (approximate if needed)
purchase.	7/10/12

**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 <i>Jessie Archibe</i>	Title / Jurisdiction <i>Madison</i>
Signature <i>[Signature]</i>	Date <i>10/31/24</i>

**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 interest 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 <i>Kyle Barber</i>	Title <i>First Deputy Treasurer</i>
Signature (only if endorsing the affidavit) <i>[Signature]</i>	Date <i>10-31-24</i>

**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.

Kyle Kuhns, manager  
Owner No. 1 Printed Name

Owner No. 2 Printed Name

[Signature]  
Signature

Signature

Additional Owner Printed Name

Additional Owner Printed Name

Signature

Signature

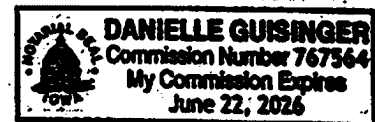
For witnessing or attesting signature:

State of IA

County of Dallas

Signed (or attested) before me on

Date 10/31/24



Name of Notary

Signature of Notary [Signature]

Official Seal



IOWA TITLE GUARANTY  
A DIVISION OF IOWA FINANCE AUTHORITY

# 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 EXTRACTIONAL 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.

COMMITMENT NO. C-240035586

VERIFICATION CODE: f723-1395-ae53-1c16

*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

COMMITMENT NO. C-240035586

VERIFICATION CODE: f723-1395-ae53-1c16

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IOWA TITLE GUARANTY  
A DIVISION OF IOWA FINANCE AUTHORITY

# 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-240035586  
Issuing Participant: Joseph William Coppola, III  
Issuing Office: Wasker, Dorr, Wimmer & Marcouiller, P.C.  
Issuing Office's File Number: GSCU155834-JWC  
Issuing Office's ALTA® Registry ID:  
Loan ID Number: 8880269273  
Property Address: 320 E High St, WINTERSET, IA 50273  
Proposed Mortgagor(s): Charles John Allen

## SCHEDULE A

1. Commitment Date: October 08, 2024 at 08:00:00 AM
2. Certificate to be issued:
 

<ol style="list-style-type: none"> <li>(a) <u>Owner Certificate</u> Proposed Guaranteed: Charles John Allen The estate or interest to be guaranteed: Fee Simple</li> <li>(b) <u>Lender First Certificate</u> Proposed Guaranteed: GreenState Credit Union its successors and/or assigns, The estate or interest to be guaranteed: Fee Simple</li> </ol>	<p>Proposed Coverage Amount: \$270,700.00</p> <p>\$279,633.00</p>
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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:  
Dreamstyle Homes, LLC
5. The Land is described as follows:  
Lot Three (3) and the North Half (½) of Lots One (1) and Two (2) all in Block Three (3) of Guiberson's Addition to the City of Winterset, Madison County, Iowa.

End of Schedule A.

Wasker, Dorr, Wimmer & Marcouiller, P.C.  
4201 WESTOWN PKWY STE 250  
WEST DES MOINES, IA 50266-6720  
(515) 283-1801

Joseph William Coppola, III, Attorney at Law  
ITG Number: 3873

COMMITMENT NO. C-240035586

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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 executed by the duly authorized member(s) or manager(s) on behalf of Dreamstyle Homes, LLC conveying the Land to Charles John Allen. Note: If the LLC's certificate of organization, operating agreement, statement of authority, duly authorized company resolution, or other company documentation are shown of record, notice must be taken of any limitations contained in said documentation with respect to the powers of the individual(s) to take such action.
  - (b) Release of any claims or judgments against the titleholder(s) that would be liens on the Land.
  - (c) Real Estate Mortgage from Charles John Allen and spouse(s), if any, to GreenState Credit Union, securing a debt in the amount of \$279,633.00. 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 ("MNL") 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 MNL. (ii) Commencement of Work: (a) obtain final lien waivers from all contractors, subcontractors, materialmen, or suppliers and post withdrawal(s) to the MNL; or (b) obtain lien waiver(s) through and including the filing date of the vesting deed and/or Guaranteed Mortgage and post to the MNL. (iii) Preliminary Notice: (a) obtain final lien waivers from all contractors, subcontractors, materialmen, or suppliers and post withdrawal(s) to the MNL; or (b) obtain lien waiver(s) through and including the filing date of the vesting deed and/or Guaranteed Mortgage and post to the MNL.
  - (c) If personal lien searches, performed by a participating abstractor, for anyone who will obtain an interest in the

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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 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.
- (i) Location Endorsement (ALTA 22-06): Confirm the presence of a completed residence by reviewing a current appraisal, survey, real property inspection report, or county assessor's report.

COMMITMENT NO. C-240035586

VERIFICATION CODE: f723-1395-ae53-1c16

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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). 1st Installment DUE AND DELINQUENT. Second installment due 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. Official Plat of Guiberson's Addition filed in the Madison County, Iowa, Recorder's Office on October 6, 1857 in Plat Book K at Page 17 including easements, building setbacks, restrictions, reservations, and notations.
12. Plat filed in the Madison County, Iowa, Recorder's Office on November 10, 2021 in Book 2021 at Page 4672 including easements, building setbacks, restrictions, reservations, and notations.
13. Plat of Griberson's Addition filed in the Madison County, Iowa, Recorder's Office on June 2, 2023 in Book 2023 at Page 1237 including easements, building setbacks, restrictions, reservations, and notations.

**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)  
Gap Coverage  
Location (ALTA 22-06)

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2. Proposed Owner Guaranteed has requested the following endorsement(s):  
None
3. Chain of Title: The following conveyances, recorded in the Madison County, Iowa Recorder's Office, evidence a 24 month chain of title: (a) Warranty Deed from Ricky McFarland and Cindy Stephens, n/k/a Cindy McFarland to Dreamstyle Homes, LLC dated September 15, 2023 filed September 15, 2023 in Book 2023 at Page 2249; (b) Special Warranty Deed from Federal National Mortgage Association to Ricky McFarland and Cindy Stephens dated June 5, 2012 filed July 10, 2012 in Book 2012 at Page 2019.
4. Property Taxes—Amounts: Property taxes are payable in two semi-annual installments of \$1,479.00 per installment. The Land is assessed in and referenced as Parcel No. 820000203010000.

End of Schedule B.

Wasker, Dorr, Wimmer & Marcouiller, P.C.  
4201 WESTOWN PKWY STE 250  
WEST DES MOINES, IA 50266-6720  
(515) 283-1801



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Joseph William Coppola, III, Attorney at Law  
ITG Number: 3873

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IOWA TITLE GUARANTY  
A DIVISION OF IOWA FINANCE AUTHORITY

**Gap Coverage**  
ITG Endorsement  
Revised 06-06-2023

Commitment Number: C-240035586

1. The coverage provided by this endorsement is subject to compliance with Schedule B, Part I Requirement No. 5(d) of the Commitment, the Exclusions from Coverage, the Exceptions from Coverage in Schedule B, and the Conditions in the Lender Form—Iowa Title Guaranty Certificate and the Owner Form—Iowa Title Guaranty Certificate.
2. ITG guarantees against loss or damage sustained by the Proposed Guaranteed by reason of any defect in or lien or encumbrance on the Title or other matter included in the Covered Risks of the Lender Form—Iowa Title Guaranty Certificate or Owner Form—Iowa Title Guaranty Certificate to be issued to the Proposed Guaranteed that has been created or attached or has been filed or recorded in the Public Records subsequent to the Commitment Date and prior to the recording of the Guaranteed Mortgage or deed in the Public Records.

This endorsement is issued as part of the commitment. Except as it expressly states, it does not (i) modify any of the terms and provisions of the commitment or Certificate, (ii) modify any prior or subsequent endorsements, (iii) extend the Commitment Date or Date of Certificate, or (iv) increase the Proposed Coverage Amount or Coverage Amount. To the extent a provision of the commitment, Certificate, or an endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the commitment, Certificate, and of any endorsements.

**IOWA TITLE GUARANTY**

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By: Dillon D. Malone, Director