



Document 2009 3402

Book 2009 Page 3402 Type 03 001 Pages 4

Date 11/12/2009 Time 9:47 AM

Rec Amt \$24.00 Aud Amt \$5.00

Rev Transfer Tax \$575.20

Rev Stamp# 294 DOV# 305

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

INDX ✓

ANNO

SCAN

CHEK



WARRANTY DEED

THE IOWA STATE BAR ASSOCIATION

Official Form #101

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

R. Ronald Pogge, 2700 Grand Avenue, Suite 111, Des Moines, IA 50211, Phone: (515) 244-0111

Taxpayer Information: (Name and complete address)

RD Preservation II, LLLP, 12289 Stratford Drive, Clive, IA 50325

Return Document To: (Name and complete address)

R. Ronald Pogge, 2700 Grand Avenue, Suite 111, Des Moines, IA 50211, Phone: (515) 244-0111

Grantors:

Winterset Development Company, Limited Partnership
12289 Stratford Drive
Clive, IA 50325

Grantees:

RD Preservation II, LLLP
12289 Stratford Drive
Clive, IA 50325

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Prepared by: R. Ronald Pogge, 2700 Grand Ave., Ste 111, Des Moines, IA 50312 (515)244-0111

Tax Statement to: National Affordable Housing Foundation, 12289 Stratford Dr., Clive, IA 50325

WARRANTY DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, Winterset Development Company, Limited Partnership, an Iowa limited partnership, does hereby convey to RD Preservation II, LLLP, an Iowa limited liability limited partnership, all its right, estate, claim and demand in the following described real estate located in Madison County, Iowa, to-wit:

All that part of Lot 27 in Northwest Development – Plat 1 to the City of Winterset, Madison County, Iowa, which is East of a line described as commencing at the Northeast Corner of Lot 26 in the said Northwest Development – Plat 1, thence South to the South line of said Lot 27.

Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that it 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 those that appear of record. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

RD Preservation II, LLLP and any successors in interest, agree to use the property described herein in compliance with 42 U.S.C. 1484 (Section 514) or 1485 (Section 515), whichever is applicable, and applicable regulations and the subsequent amendments, for the purpose of housing very low, low, and moderate income households.

The period of the restriction will be until November 12, 2039.

When required by Section 3560.658(a)(1) or (a)(2), RD Preservation II, LLLP and any successors in interest agrees that at the end of the expiration of the period described in the preceding paragraph, the property will be offered for sale to

a qualified nonprofit organization or public body, in accordance with previously cited statutes and regulations.

The Agency and eligible tenants or applicants may enforce these restrictions.

RD Preservation II, LLLP, and any successors in interest, also agree:

To set rents, other charges, and condition of occupancy in a manner to meet these restrictions;

To post a Rural Housing Service ("Agency") approved notice of this restriction for the tenants of the property;

To adhere to applicable local, state, and Federal laws; and

To obtain Agency concurrence for any rental procedures that deviate from those approved at the time of prepayment, prior to implementation.

RD Preservation II, LLLP, and any successors in interest, will be released from these obligations before the termination period stated above only when the Agency determines that there is no longer a need for the housing or that financial assistance provided the residents of the housing will no longer be provided due to no fault, action or lack of action on the part of the borrower.

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 context.

Dated: NOVEMBER 6, 2009

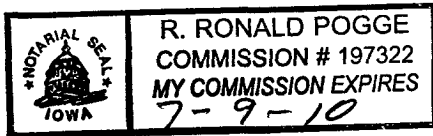
Winterset Development Company,
Limited Partnership
By: Roger Langpaul, Inc., its General Partner

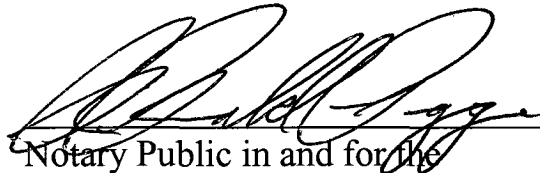
By: 

Roger Langpaul, President

STATE OF IOWA)
)ss.
COUNTY OF Polk)

On this 6th day of NOVEMBER, 2009, before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared Roger Langpaul, to me personally known, who, being by me duly sworn, did say that he is the President of Roger Langpaul, Inc., which is the General Partner of Winterset Development Company, Limited Partnership, an Iowa limited partnership; that he executed the foregoing instrument; that the instrument was signed on behalf of the limited partnership by authority of the limited partnership; and Roger Langpaul acknowledged the execution of the instrument to be the voluntary act and deed of Winterset Development Company, Limited Partnership by Roger Langpaul, Inc., its General Partner.





Notary Public in and for the
State of Iowa