

Recorded: 5/10/2019 at 11:15:25.0 AM
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.32
Combined Fee: \$20.32
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2019 PG: 1034

Prepared by/ Return to: William J. Neppi, PO Box 2804 (319) 363-0101
Bradley & Riley PC Cedar Rapids, IA 52406-2804 FAX (319) 363-9824

Address Tax statement: Whiting Joint Revocable Trust, 1420 39th Street Place, Marion, IA 52302

WARRANTY DEED

For the consideration of Ten Dollars and other valuable consideration, LAWRENCE F. WHITING and JOYCE A. WHITING, husband and wife, do hereby convey to LAWRENCE F. WHITING and JOYCE A. WHITING, Co-Trustees of the Whiting Joint Revocable Trust u/d/o May 8, 2019, the following described real estate in Delaware County, Iowa:

LOT 11 AND LOT 12, EXCEPT THE SOUTH 89.0 FEET OF SAID LOT 12, OF THE CEDARS SUBDIVISION OF THAT PART OF THE NW ¼ OF THE SE ¼ OF SECTION 14, TOWNSHIP 88 NORTH, RANGE 5, WEST OF THE FIFTH PRINCIPAL MERIDIAN LAYING EAST OF THE MAQUOKETA RIVER, ACCORDING TO CONSENT OF OWNERS AND PLAT RECORDED IN BOOK 2 PLATS, PAGES 91-92, DELAWARE COUNTY, IOWA
AND SEE ATTACHED EXHIBIT "A" FOR ADDITIONAL LEGAL DESCRIPTION

The described real estate is conveyed subject to zoning, easements, covenants and restrictions of record in the office of the Recorder of Delaware County, Iowa.

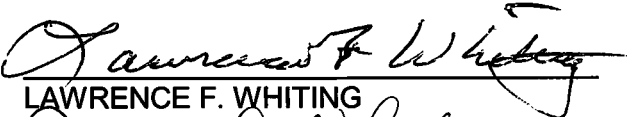
Exempt from Transfer Tax and from filing a Declaration of Value and Groundwater Hazard Statement pursuant to Iowa Code Section 428A.2(21).

This Deed was prepared at the request of the Grantors, without the benefit of a title search. The preparer of this Deed assumes no liability whatsoever either for the accuracy of the legal description or the status of the title to the property.

Grantors do hereby covenant with Grantees, 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 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.

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.

Dated: May 8, 2019.


LAWRENCE F. WHITING

JOYCE A. WHITING

STATE OF IOWA, COUNTY OF LINN ss:

This instrument was acknowledged before me on May 8, 2019, by LAWRENCE F. WHITING and JOYCE A. WHITING, husband and wife.



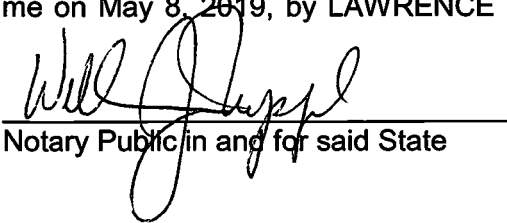

Notary Public in and for said State

EXHIBIT "A"

Additional Legal Description

All lake frontage running to the middle of the Maquoketa River bed with regard to the following described real estate: Lot Eleven (11) of the Subdivision of that part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Fourteen (14), Township Eighty Eight (88) North, Range Five (5) West of the Fifth P.M., North and East of the Maquoketa River as shown on the plat recorded in Plat Book 2, Page 31 of the Record of Plats in the office of the Recorder of Delaware County, Iowa together with easement for roadway over 20 foot roadway as Lot 31 and from South end of said Lot 31 East to Public Highway.

The Northwesterly One-Half of that portion of Lot 12 that has not been previously conveyed, said part previously conveyed being the East 50 feet of said Lot 12 and said Lot 12 being of the Subdivision of that part of the Northwest quarter of the

Southeast Quarter of Section 14, Township 88 North, Range 5 West of the 5th P.M. North and East of the Maquoketa River as shown on the plat recorded in Plat Book 2, Page 31 of the Records of Plats in the office of the Recorder in and for Delaware County, Iowa together with easement for roadway over the 20 foot roadway shown as Lot 31 and from the South end of said Lot 31 East to the Public Highway. This Deed is subject to the following Covenants: (1) Same is subject to the existing flood plain rights and the Grantees shall hold the Grantors harmless with regard to flooding of the property conveyed. (2) The Grantees and their successors are restricted from changing or altering lake frontage without the written permission of the Grantors.

SUBJECT TO ALL COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD