

Brent Schneider

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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BILL OF SALE AND TRANSFER OF LEASE AND IMPROVEMENTS

For the consideration of the sum of SEVENTY-FIVE THOUSAND AND 0/100 Dollar(s) (\$75,000.00) and other valuable consideration, **Lyle E. Schneider and Charlene K. Schneider** ("Transferor") does hereby sell, transfer, assign and convey to **Brent A. Schneider and Elizabeth L. Schneider** ("Transferee") all improvements, including but not limited to all structures, fixtures and personal property attached thereto, located in Delaware County, Iowa:

ALL OF LOT 32 IN HARTWICK POINT AREA OF SEC. 30, DELHI TWP.,
DELAWARE COUNTY, IA 52223; also referred to as Parcel 220300103609, with a
local mailing address of 26115 223rd Avenue, Delhi, IA 52223,

together with all of Transferor's interest in the lease (the "Lease") between HARTWICK LAKE CLUB AND MARCHETA R. COOEY LUX, as Landlord, and Transferor, dated May 1, 2018, covering the real estate on which said improvements are situated.

As an inducement to this improvements conveyance and lease transfer, Transferor, being first duly sworn, states under oath: That the lease agreement allows for Transferors to fully assign their rights, title, interest and liabilities under the lease with the permission of the Lessor, which has been granted; That Transferor is the sole lessee of the lease lot upon which all improvements are located; That Transferor desires to transfer Transferor's interest in the Lease to Transferee; That Transferor is the sole owner of all improvements located on said leased property and all improvements used in connection with said leased property and located adjacent thereto (including, without limitation, docks and boat slips, if any); That Transferor has good and lawful authority to sell, transfer, and assign the same; That there are no outstanding liens, security interests, or encumbrances of any type against said improvements on said leased property or adjacent thereto; and That Transferor covenants to warrant and defend said personal property against the lawful claims of all persons except as may be above stated.

As an inducement to this improvements conveyance and lease transfer, Transferee, being first duly sworn, states under oath: That Transferee and Landlord have executed Landlord's form "Lease Transfer Hartwick Lake Club, Delhi, Iowa" for the assignment and assumption of the

lake lot lease ("Lease Transfer"); This Bill of Sale is subject to the terms and conditions of that certain Lease (with respect to the lease with Transferee) and that certain Lease Transfer.

TRANSFEROR HEREBY SELLS, TRANSFERS AND ASSIGNS SAID PERSONAL PROPERTY IN "AS IS" CONDITION. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE IN REGARD TO SAID PERSONAL PROPERTY ARE HEREBY EXCLUDED. THERE ARE NO WARRANTIES OF FITNESS WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

CERTIFICATION. The parties each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

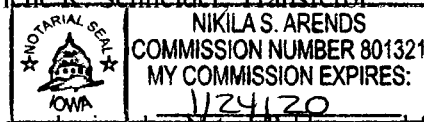
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

Dated on this 21st day of May, 2019

Lyle E. Schneider
Lyle E. Schneider, Transferor

Charlene K. Schneider
Charlene K. Schneider, Transferor

STATE OF IOWA, COUNTY OF Bremen) ss



On this 21st day of May, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the persons to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Nikila S. Arends
Notary Public in and for the State of Iowa

Brent A. Schneider
Brent A. Schneider, Transferee

Elizabeth L. Schneider
Elizabeth L. Schneider, Transferee

STATE OF IOWA, COUNTY OF Dubuque) ss

On this 21st day of May, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the persons to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Brenda McKenna
Notary Public in and for the State of Iowa

