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Date 2/23/2022 Time 11:32:09AM

Rec Amt \$17.00 Aud Amt \$5.00

Rev Transfer Tax \$80.80

Rev Stamp# 102 DOV# 96

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

**WARRANTY DEED
Recorder's Cover Sheet**

Preparer Information: Jane E. Hanson, 401 E Main St, Manchester, IA 52057, Phone: (563) 927-5920

Taxpayer Information: Kelly Salow, 24704 207th Ave, Delhi, IA 52223

Return Document To: Kelly Salow, 24704 207th Ave, Delhi, IA 52223

Grantors: Mitchell R. Orcutt and Cheri A. Boeding-Orcutt

Grantees: Kelly Salow

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED

For the consideration of Ten Dollar(s) and other valuable consideration, Mitchell R. Orcutt and Cheri A. Boeding-Orcutt, husband and wife, do hereby Convey to Kelly Salow the following described real estate in Delaware County, Iowa:

Parcel 2021-136, Part of the NW 1/4 - NW 1/4 Sec. 24, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2021, Page 4087

Said real estate is being conveyed subject to the following restrictive covenants and shall be enforceable by, and for the benefit of, Grantors and successors in interest of Grantors as to that portion of the N ½ NW ¼ NW ¼ 24-88-5, Delaware County, Iowa;

- a) Only one residential unit shall be erected on this real estate and no portion or part of the above described real estate may be sold separately or subdivided.
- b) Once excavation has commenced on the real estate for the purpose of building thereon, the dwelling on said lot shall be fully completed within one and one-half (1½) years of the time of commencement.
- c) No business, trade, industrial, commercial or animal agricultural activity shall be carried on in any dwelling or building, except a home occupation that can be operated entirely out of one room in the dwelling house, nor shall anything to be done on any lot which may be or become an annoyance or nuisance to the neighborhood.
- d) If the Grantee hereto or his heirs or assigns shall violate or attempt to violate any of the covenants and restrictions herein as long as these covenants are in effect, it shall be lawful for the Grantors or their successors in interest as described herein, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation.
- e) These covenants and restrictions set forth in this document shall run with the land and bind the Grantee, his heirs, successors and/or assigns, and shall inure to the benefit of and be enforceable by Grantor and their successors in interest for a term of twenty-one (21) years from the date of that this document is recorded with the Delaware County Recorder.

- f) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

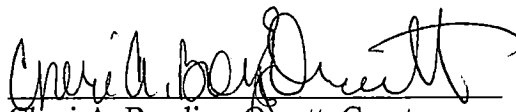
Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against 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.

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: February 17, 2022.



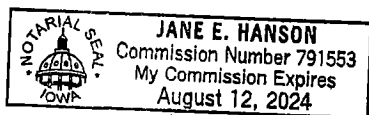
Mitchell R. Orcutt, Grantor

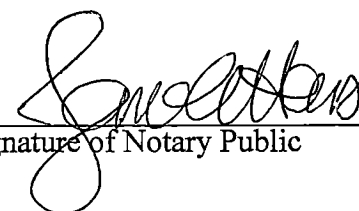


Cheri A. Boeding-Orcutt, Grantor

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on February 17, 2022 by Mitchell R. Orcutt and Cheri A. Boeding-Orcutt, husband and wife.





Signature of Notary Public