

Recorded: 11/28/2022 at 2:11:45.0 PM  
County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$20.00  
Revenue Tax: \$282.40  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2022 PG: 3497



## WARRANTY DEED - JOINT TENANCY

Return to: Kevin R. Schmitt and Valorie A. Schmitt, 12066 Tyra Lane, Dubuque, IA 52003  
Taxpayer: Kevin R. Schmitt and Valorie A. Schmitt, 12066 Tyra Lane, Dubuque, IA 52003  
Preparer: W. Wayne Saur, 120 East Charles Street, Oelwein, Iowa 50662, Phone: (319) 283-1212

For the consideration of \_\_\_\_\_ One \_\_\_\_\_ Dollar(s) and other valuable consideration, Charles A. Amsbary, single \_\_\_\_\_ do hereby Convey to Kevin R. Schmitt and Valorie A. Schmitt, husband and wife

\_\_\_\_\_ as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in Delaware County, Iowa: Lot One Hundred Eleven (111) of "Clair-View Acres at Delhi, Iowa" in Sections 23 and 26, Milo Township, Delaware County, Iowa, according to plat recorded in Book 2, Plats, Page 200; also Parcel T Part Of Lot 117 And Part Of Vine Avenue Of Clair View Acres, Section Twenty-Six, Township Eighty-Eight North (T88N), Range Five West (R5W) Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2000, Page 2564.

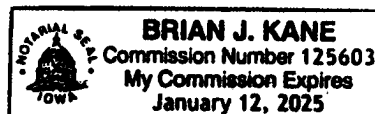
Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; 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 on NOVEMBER 28, 2022

Jane M. Oht POA for Charles Amsbary \_\_\_\_\_  
Charles A. Amsbary (Grantor) (Grantor)

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on NOVEMBER 28, 2022 by Charles A. Amsbary, single, by Jane M. Oht as attorney in fact (POA) for Charles A. Amsbary



Brian J. Kane \_\_\_\_\_  
Signature of Notary Public

# CENTURY 21<sup>®</sup>

## Signature Real Estate

### LIMITED POWER OF ATTORNEY FOR EXECUTION OF DOCUMENTS

With respect to the sale of my property situated at:

20661 264th St, Delhi, IA 52223

And legally described as:

Lot One Hundred Eleven (111) of "Clair-View Acres at Delhi, Iowa" in Sections 23 and 26, Milo Township, Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 200; also Parcel T Part Of Lot 117 And Part Of Vine Avenue Of Clair View Acres, Section Twenty-Six, Township Eighty-Eight North (T88N), Range Five West (R5W) Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2000, Page 2564,

The closing on the sale of my property is occurring when I am not available to review and/or execute closing documents including those required by the Buyer's lender. By execution hereof, each of the undersigned, jointly and severally, hereby appoints Janae Ohrt of Century 21 Signature Real Estate, as his/her true and lawful attorney-in-fact with authority for and in the name of the undersigned to: review and execute closing documents including, but not limited to, the HUD-1 Settlement Statement and corresponding Addendums OR Closing Disclosures and corresponding addendums, and any FHA seller documents that may be provided by the buyer's lender, notwithstanding that the undersigned has or has not reviewed such closing documents. The undersigned recognizes that the agent will provide the undersigned with a copy of whatever instruments are executed by the agent on our behalf. The undersigned recognizes and acknowledges that neither the agent personally or the agent's firm will not be liable for any loss sustained by the undersigned through an error of judgment made in good faith but will be liable for willful misconduct or breach of good faith in the performance of provisions of this instrument.

Once the closing has taken place and all documents meet with all parties' approval, this limited power of attorney shall become null and void.

Dated: 11/25/2022

*CM*

Seller: Charles A. Amsbary

Seller: \_\_\_\_\_

STATE OF Iowa )

COUNTY OF Black Hawk )



The foregoing instrument was acknowledged, subscribed and sworn before me this 25th day of November, 2022, by Charles A. Amsbary.

*Janae M. Ohrt*  
\_\_\_\_\_  
Notary Public in and for Said State