

Book 2024 Page 1858

Document 2024 1858 Type 06 018 Pages 17 Date 8/02/2024 Time 9:08:35AM Rec Amt \$.00

Daneen Schindler, RECORDER/REGISTRAR DELAWARE COUNTY IOWA

STATEMENT OF COMPLIANCE re: AFFIDAVIT IN LIEU OF SURRENDER OF TITLE FOR MANUFACTURED OR MOBILE HOME Pursuant to Iowa Code 435.26B

Preparer Information:

Jenny Eschen Delaware County Treasurer 301 East Main St. Manchester, IA 52057

Taxpayer Information:

John E. Goerdt and Amy S. Goerdt 2025 Cedar Hill Avenue SE Dyersville, IA 52040

Return Address

Jenny Eschen Delaware County Treasurer 301 East Main St. Manchester, IA 52057

Grantors:

Global Property Management, LLC

Grantees:

Delaware County Treasurer



AFFIDAVIT IN LIEU OF SURRENDER OF TITLE FOR MANUFACTURED OR MOBILE HOME

EXPLANATION / INSTRUCTIONS

- 1. This affidavit is authorized by lowa Code 435.26B and may be used to effectuate a surrender of certificate of title for a manufactured or mobile home if an lowa title has never been issued or was issued and has been surrendered previously.
- 2. A preparer (lawyer or agent) may assist with the document and should be noted below.
- 3. Part J (Execution by Owners) must be notarized. Therefore, this form must be signed as an original by all signatories at each step of the process.
- 4. When Parts A through H are complete, submit with all required attachments to lowa DOT with payment of \$5.00 as per Administrative Rule 761.400.40(3). For questions regarding this form contact vehicle.recordpolicy@iowadot.us.

Please mail to: Systems and Administration Bureau lowa Department of Transportation P.O. Box 9204 Des Moines, IA 50306-9204

OPTIONAL - Complete on	y If a preparer assisted with the do	cumen	
Preparer Name Carolyn C. Davis	Preparer's Agency/Position Attorney		
Address 225 1st Ave E	City Dyersville	State IA	ZIP Code 52040
E-mail* cdavis@locherdavislaw.com		Phone	563-875-9112
Return Completed Affidavit to: Carolyn C. Davis, 2	25 1st Ave E, Dyersville, IA 52040)	

PART A - OWN	R/APPLICANT INFORMATION			
Owner No.1 Full Name or Business/Organization Name Global Property Management, LLC		County of Residence Dubuque		
lowa Driver License number OR lowa ID Card number OR Social Security Number OR FEIN if business 87-3509221				
Address P.O. Box 69	City Dyersville	State IA	ZIP Code 52040	
E-mail* Travis.Thier@assuredpartners.com		Phone 563-542-2830		
Owner No.2 Full Name or Business/Organization Na	me			
Iowa Driver License number OR Iowa ID Card numb	er OR Social Security Number OR I	EIN if bu	usiness	
Address	City	State	ZIP Code	

^{*} E-mail and phone are not required and will only be used for questions about this transaction; this information will not be retained Please attach a separate page if necessary for additional owners.

PART B - DESCRIPTION OF MANUFACTURED OR MOBILE HOME (THE "HOME")			
Year	Make	Model	VIN or Serial Number*
2009	NTA-1497986	2456A	M-D-37795-1

^{*} If VIN or Serial number is unknown or uncertain, submit a photo of identification plate with as much information as possible.

^{*} E-mail and phone are not required and will only be used for questions about this transaction; this information will not be retained.

Owner(s) has/have title or interest in the Home as follows: Global Property Management, LLC, a limited liability company organized and existing under the laws of lowa. This affidavit is being given in connection with the sale of the mobile home described in part B of this affidavit by Global Property Management, LLC. Indicate and detail persons or organizations that have a lien, encumbrance or security interest in the home: None					
Iowa. This affidavit is being given in connection with the sale of the mobile home described in part B of this affidavit by Global Property Management, LLC. Indicate and detail persons or organizations that have a lien, encumbrance or security interest in the home: None One Two Three					
affidavit by Global Property Management, LLC. Indicate and detail persons or organizations that have a lien, encumbrance or security interest in the home: None					
None One Two Three					
None One Two Three					
None One Two Three					
None One Two Three					
Name Address, City, State, ZIP Code Type of Interest					
·					
Attach pages if necessary for additional explanation or statement of liens, encumbrances or security interests.					
PART D - FACTS AFFECTING VALIDITY OF TITLE, LIENS, OR ENCUMBRANCES					
heck one of the following:					
The owner(s) is/are NOT aware of (i) any other claim, lien, or encumbrance affecting the Home, (ii) any facts or information that could reasonably affect the validity of title to the home or the existence of any security interests in it.					
The owner(s) is/are aware of (i) another claim, lien, or encumbrance affecting the Home, and/or (ii) any facts or information that could reasonably affect the validity of title to the home or the existence of any security interests in it.					
Attach separate explanation.					
PART E - RECORD OF PURCHASE / ACQUISITION					
the current owner purchased / acquired the Home from the following (full name or business / organization name) atherine R. Montz and Brian K. Montz					
ddress City State ZIP Code					
300 Sun Island Drive South #903 South Pasadena FL 33707					
low was the Home acquired (purchase, inheritance, etc.) Anuary 07, 2019 Date of Acquisition (approximate if needed) Purchase with real estate mobile home converted to.					
PART F - TITLE OPINION					
his affidavit requires a written opinion by an attorney licensed to practice law in Iowa who has examined the abstract of the on the land upon which the Home is situated. The opinion states the names of the owners and holders of mortgages,					
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Form 411186 (03-24) PART G. CITY/COUNTY ENDORSEMENT OF LOCATION The Home is located on real property described in the attorney title opinion (Part F) and all the following apply: 1. The Home is located outside a manufactured home community or mobile home park; and 2. The Home has been converted to real estate by being placed on a permanent foundation; and 3. The Home has been entered on the tax rolls Endorsed by City or County Assessor Full Name Title / Jurisdiction Signature PART HI- STATEMENT OF TITLE SEARCH BY OWNER(S) After diligently searching for the same, the owner(s) has/have been unable to locate and produce a manufacturer's certificate of origin or a certificate of title for the Home. Owner(s) has/have no knowledge that a certificate of title has previously been issued or surrendered for the Home. PART INDEPARTMENT OF TRANSPORTATION ENDORSEMENT AND RECEIPT OF PAYMENT The department has searched its records and endorses this affidavit to certify (i) there is no record of a certificate of title having ever been issued or (ii) no record of a certificate of title that was issued and has not been surrendered. Furthermore, the department has found no record of any ownership interest contrary to the ownership interested asserted by the owner(s) and no lien, encumbrance, or security interest contrary to those specified by the owner(s) for the Home. OR The department has searched its records and is unable to endorse this affidavit for the following reason(s): The owner(s) and/or the preparer has/have paid the \$5.00 fee required by Administrative Rule 761.400.40(3) for the review of this affidavit. Full Name

PART J - DEPARTMENT OF TRANSPORTATION ENDORSEMENT AND RECEIPT OF PAYMENT

I (we) the undersigned, being first duly sworn (or affirmed) under oath, state of my (our) personal knowledge that all the preceding information set out in this affidavit is true and correct.

Global Property Management, LLC by Travis Thier	Global Property Management, LLC by Matt Aldrich	
Owner No. 1 Printed Name	Owner No. 2 Printed Name	
Signature	Signature Signature	
Additional Owner Printed Name	Additional Owner Printed Name	
Signature	Signature	
For witnessing or attesting signature:		
State of		
County of Dubuque		
Signed (or attested) before me on		
Date June 21, 2024		
Name of Notary		
Signature of Notary (M944)		
Official Seal CAROLYN DAVIS Commission Number 833618 My Commission Expires August 9, 20 24		

REC. MVDMR JUL **2 4** 2024

ATTORNEYS 2100 ASBURY ROAD, SUITE 2 DUBUQUE, IA 52001-3091

Brian J. Kane Les V. Reddick* Brad J. Heying Todd L. Stevenson* Kevin T. Deeny** Bradley B. Kane Joseph P. Kane Nicholas J. Kane David J. Kane

Retired: Gary K. Norby

All admitted in Iowa
*Also admitted in Illinois
**Also admitted in Wisconsin

Phone: (563) 582-7980 Facsimile: (563) 582-5312 E-mail: jkane@kanenorbylaw.com

June 10, 2024

John E. Goerdt and Amy S. Goerdt 2025 Cedar Hill Avenue SE Dyersville, IA 52040

Matt Goerdt Community Savings Bank 1211 12th Ave SE #103 Dyersville, IA 52040

RE: TITLE OPINION – 21731 259TH STREET, DELHI, IOWA

Dear Mr. and Mrs. Goerdt and Ladies and Gentlemen:

We have today examined an abstract of title (in 3 parts) from root of title to the following described real estate:

Lot Sixteen (16) of Camp-O-Delhi, a Subdivision of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Twenty Four (24), Township Eighty Eight (88) North, Range Five (5), West of the Fifth P.M., in Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 78,

which abstract was last certified by Delaware County Abstract Company, Inc. to June 4, 2024 at 8:00 a.m. We find marketable record title to be in:

GLOBAL PROPERTY MANAGEMENT, LLC

subject to the following:

1. <u>DEED</u>: The property under examination should be conveyed to you on the form described by the Iowa State Bar Association as Warranty Deed (Corporate/Business Entity Grantor). We understand that you wish to take to the property under examination as John E. Goerdt and Amy S. Goerdt, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common.

REC. MVDMR

June 10, 2024 Page 2

Additionally, we understand that the property under examination contains a mobile home with VIN No. 1167633322. In addition to the warranty deed for the property under examination upon which the mobile home sits, you should receive a Bill of Sale and/or vehicle title from the above titleholder conveying property in this mobile home to you at closing.

- 2. <u>PLAT:</u> The plat of the property under examination was filed October 1, 1984 in Book 5, Plats, Page 78 in the records of the Delaware County Recorder. We attach a copy of this plat for your reference.
- 3. <u>EASEMENTS:</u> The abstract reflects the following easements, all of which are copied and attached hereto for your reference:
 - (a) A predecessor in interest granted a right of way to Iowa Electric Company by Contract dated May 12, 1937 and filed May 13, 1937 in Book F, Misc., Pages 443-444 in the records of the Delaware County Recorder. This easement affected a larger parcel of real estate of which the property under examination is now a part. From our examination of the abstract, we are unable to determine the exact location of this easement with respect to the property under examination.
 - (b) Predecessors in interest benefited the property under examination with an easement for right of way pursuant to a Warranty Deed and Easement dated August 6, 1938 and filed August 9, 1938 in Book 66, L.D., Page 446 in the records of the Delaware County Recorder.

You should also be aware that the property may be subject to easements by prescription for telephone, cable, electrical and similar such items.

- 4. <u>RESTRICTIVE COVENANTS:</u> The abstract reflects the following Restrictive Covenants:
 - (a) Covenants of Camp-O-Delhi, Inc. were filed October 24, 1984 in Book X, Misc. Page 24 in the records of the Delaware County Recorder. We attach a copy of these covenants for your reference. Restrictive Covenants are valid for a maximum statutory period of 21 years, unless extended by a verified claim of record. No such verified claim appears in the abstract, therefore, it does not appear that these covenants are of any further force or effect, except as to any easements described therein.
 - (b) The abstract reflects a Declaration of Restrictive Covenants of Delhi Lakeview Estates Association, Inc. filed October 20, 2005 in Book 2005, Page 3785 in the records of the Delaware County Recorder. We attach a copy of these covenants for your reference. These covenants substantially mirror the covenants described in paragraph (a) above. We urge you to review these covenants, as they may affect

June 10, 2024 Page 3

your use of the property under examination.

- 5. <u>TAXES</u>: Real estate taxes for fiscal year 2022-2023 and for all prior years are paid. Proration of real estate taxes to the date of possession should be accomplished at the closing. If you intend to reside upon the property, you should promptly file for the homestead exemption with the Delaware County Assessor's office upon establishing your residence.
- 6. <u>SPECIAL ASSESSMENTS, PERSONAL TAXES AND UNREDEEMED TAX</u>
 <u>SALES:</u> There are no unpaid special assessments, personal taxes or unredeemed tax sales shown in the abstract.
- 7. <u>ZONING:</u> Use of the property will be subject to the provisions of the zoning ordinances for Delaware County. If you have any questions in this regard, you should consult the appropriate zoning officials of Delaware County, Iowa.
- 8. PRIVATE SEWAGE DISPOSAL SYSTEM INSPECTION: If the real estate uses a private sewage disposal system, the conveyance to you may be subject to the Iowa Department of Natural Resources rules. These rules typically require all such systems be inspected for compliance upon a transfer of ownership. Iowa law and Iowa Department of Natural Resources rules do not specifically place this burden on either seller or buyer. You should determine if the proposed real estate transfer is subject to these requirements. If so, you should be certain they are met since failure to meet them may prevent the recording of the deed.
- 9. <u>CAUTION MATTERS NOT COVERED:</u> Please be advised that this title opinion covers only matters of record as shown in the abstract of title and only for the period certified to by the abstract company. No opinion is expressed as to the following matters, the existence of which, if any, cannot be determined by examination of the abstract:
 - (a) Parties in possession You should make adequate inquiry and inspection to determine the rights of any parties, other than the record titleholders, who may be in possession of the property.
 - (b) Unrecorded mechanic's liens Liens, even though not recorded, may exist for labor and materials furnished to improve the property within 90 days prior to the closing. You should make your own inspection of the property and inquiries to determine if any such repairs or improvements have been made within the 90-day period prior to the closing.
 - (c) Questions of survey and boundary Your attention is directed to the fact that an accurate survey sometimes shows encroachments, overlappings of property lines, or shortages which are not ascertainable from the abstract and which may not be consistent with dimensions shown on any plat referred to in this opinion. Abstract examination will not locate the legal boundaries with exactness on the land itself, and you must satisfy yourself

June 10, 2024 Page 4

as to the location within such boundaries of any improvements.

- (d) U.S. District Court filings Bankruptcies and other matters of record, if any, in the United States District Court for the Northern District of Iowa are not searched by the abstracter and are not indicated in the abstract of title. Your attention is directed to the Federal Clerk's office located in the City of Cedar Rapids, Iowa in regard to federal court matters of record, if any, pertaining to the property.
- (e) Groundwater hazards Liability by reason of the presence in or beneath the real estate of solid waste, hazardous substances, underground storage tanks, wells, or other conditions which may lead to groundwater contamination, including those substances defined to be hazardous in 42 U.S. Code Section 9601, et seq. and Chapter 455B, Code of Iowa.
- (f) Flood plain restriction In the event the property under examination is located in a flood plain, the property is subject to the jurisdiction of the Iowa Department of Natural Resources and restrictions on use and construction will exist under Chapter 455B of the Iowa Code.

We are returning the abstract of title to Community Savings Bank along with its copy of this opinion. Please do not hesitate to contact us should you have any questions concerning this opinion or your purchase of the real estate. Thank you.

Best regards,

KANE, NORBY & REDDICK, P.C.

Joseph P Kane

JPK:meh Enclosures

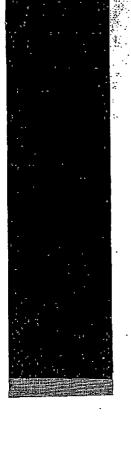
c: Carolyn Davis via email edavis@locherlaw.com

Camp-0-Delbi

(This plat has been mechanically reduced.)

Filed October I, 1984 Dated June 25, 1984

Book 5, Plats, Page 78





REC. MVDMR

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CONTRACTOR STREET, STREET, ST.

COVENANTS OF CAMP-O-DELHI, INC.

for

SUBDIVISION OF CAMP-O-DELHI

Camp O Delhi, Inc. by: Henry Vander Horn, President

Dated October 22, 1984 Filed October 24, 1984 Book X, Misc., Page 24

Donald E. Condit, Sec.-Treas.

The following Covenants are filed for record in the office of the Recorder, Delaware County Courthouse, Manchester, Iowa, and are as follows:

- 1. As of May 1, 1985, all septic tanks and sewage lines will be owned and maintained by those who are attached to each, and cannot be disconnected or destroyed regardless of whose lot they are on unless agreed to by all users.
- 2. Two wells and related water distribution piping will be owned and maintained by the lot owners' association.
- 3. Camp O Delhi electricity usage and garbage service will be paid by the lot owners' association and assessed to the lot owners.
- 4. Lake frontage will be owned and maintained by the lot owners' association. Lake frontage cannot be sold.
- 5. All roads and easements within Camp O Delhi, and easement roads coming into Camp O Delhi will be owned and maintained by the lot owners' association.
- 6. Docks will be owned by the lot owners' association and may be rented by the year to lot owners. Income from rentals to be used towards paying the expenses of the association.
- 7. A good tree may not be removed if it shades your neighbors lot unless agreed to by all parties.
- 8. You may not fence in your lot unless agreed to by adjoining lot owners.
- 9. Unoccupied lots cannot be assessed for maintenance or improvements until a trailer or cabin has been placed upon said lot. When empty lots are occupied, they shall enjoy the same privileges of docks, sewage, garbage, water and road usage and easements as all other owners.

REC. MVDMR

DECLARATION OF RESTRICTIVE COVENANTS OF DELHI LAKEVIEW ESTATES ASSOCIATION, INC.

Delhi Lakeview Estates Association, Inc., hereby makes the following declarations as to limitations, restrictions and uses to which the real property and common properties which comprise Delhi Lakeview Estates Association, Inc., formerly known as the Subdivision of Camp-O-Delhi, for which Covenants were previously recorded at Book X, Page 24, herein may be put, hereby specifying that said declarations shall constitute covenants to run with all of said real estate, and shall be binding up the successors and assigns of all parties and all persons claiming under them, and for the benefit and limitations upon all future owner of said real estate.

- 1. As of October 23, 2005, all septic tanks and sewage lines will be owned and maintained by those who are attached to each, and cannot be disconnected or destroyed regardless of whose lot they are on unless agreed to by all users. All bills for maintenance, replacement or repairs of common parts of the sewer system must be paid for equally by those using said common part. Individual service lines shall be the responsibility of the individual owners.
- 2. One central well and related water distribution piping will be owned and maintained by the Lot Owners' Association.
- 3. Delhi Lakeview Estates Association, Inc., electricity usage and garbage service will be paid by the Lot Owners' Association and assessed to the lot owners.
- 4. Lake frontage will be owned and maintained by the Lot Owners' Association. Lake frontage cannot be sold and must remain part of Delhi Lakeview Estates Association, Inc.
- 5. All roads and easements within Deihi Lakeview Estates Association, Inc., and easement roads coming into Deihi Lakeview Estates Association, Inc., will be owned and maintained by the Lot Owners' Association.
- Docks will be owned by the Lot Owners' Association and may be rented by the year to lot owners. Income from rentals to be used towards paying the expenses of the association.
- 7. A tree that provides shade to adjoining lot owners may only be cut down upon presentation to the Board of a statement by a licensed tree trimmer that said tree poses a risk of injury or damage to person or property and said risk cannot be eliminated by trimming said tree.
 - 8. You may not fence in your lot unless agreed to by adjoining lot owners.
 - 9. Unoccupied lots cannot be assessed for maintenance or improvements until

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(Forward)

REC. MVDMR

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a trailer or cabin has been placed upon said lot. When empty lots are occupied, they shall enjoy the same privileges of docks, sewage, garbage, water and road usage and easements as all other owners.

- No building or other structures shall be commenced, erected or maintained upon any lot, nor shall any exterior addition be made until the plans and specifications have been submitted to and approved by a majority of the Board of Directors.
- 11. Any party who fails to pay any dues, fees or assessments by the appropriate due date shall have their water shut off and shall lose all dock privileges if said dues, fees or assessments are not pald within 30 days of receiving written notice of said delinquency from the Board of Directors.

IN WITNESS WHEREOF, the foregoing instrument has been executed this 18th day of October, 2005.

> **DELHI LAKEVIEW ESTATES** ASSOCIATION, INC.

Daniel J. Platz, Vice President

STATE OF IOWA, DUBUQUE COUNTY, SS:

On this 18th day of October, 2005, before me, the undersigned, a Notary Public In and for the State of Iowa, personally appeared Daniel J. Platz, to me personally known, who being by me duly swom, did say that he is the Vice President of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Daniel J. Platz, as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by-it and by them voluntarily executed.

MARC W. CASEY Iowa Notariai Saal Commission Number: 11508 My Commission Expires: 05/07/08 Marc W. Casey, Notary In and For Sald County and State

Notary Public



-5.

RIGHT OF WAY CONTRACT

A. K. Wheeless,
First Party
to
Iowa Electric Company,
By T. J. Matthews,
second party

Dated May 12, 1937
Filed May 13, 1937
Consideration \$1.00
Book F, Misc., Pages 443-444

WITNESSETH, that in consideration of \$1.00 in hand paid by the second party, and the construction of a transmission line herein provided for, first party does hereby grant and permit to second party the right and privilege to construct, reconstruct, maintain and operate an electric transmission line consisting of poles, or towers, cross arms, insulators, wires and guy wires, telephone wires and other necessary construction for transmitting electricity upon, over and across the following described lands:

Along the East side of Sec 24 Milo Twp Rang_5W Delaware County, Iowa. the center of said poles or towers shall be parallel to and not exceed _____ feet from the ____ line of the railroad right of way, and the cross arms carrying wires, transmitting electric current for light or power shall not be less than ___ feet above the ground underneath. If the efficient operation of said line is interfered with by any trees or limbs of trees, then second party may cut or remove said trees or limbs.

The first party also grants to the second party the right of ingress and egress to said transmission line over lands now owned by first party, for the purpose of constructing, reconstructing or repairing said transmission line, and the said second party agrees to pay to the first party or his tenants all damages done to the real estate or crops of the first party or his tenants by the second party or its employees while constructing, reconstructing or repairing said transmission line. If the parties do not agree, such damages shall be determined by the Township, Trustees acting as a Board of Arbitration in said matter.

This agreement shall be binding upon the parties hereto, their heirs, successors or assigns, and continue so long as second party or its assigns shall desire to use said line for the transmission of electricity.

The party of the first part shall not be liable for damage or injury to person or persons or property by the construction and operation of line constructed on said property.

Instrument states: A. R. Wheeles.

REC. MVDMR

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WARRANTY DEED AND EASEMENT

A.R. Wheeless and Josie M. Wheeless, husband and wife to Harold H. Brown

Dated August 6, 1938
Filed August 9, 1938
Consideration \$1200.00
Revenue Stamps affixed \$1.50
Book 66, L.D., Page 446

CONVEYS: That tract and parcel of land situate in the Southwest quarter of the Southeast quarter of Section 24, Township 88 North, Range 5, West of the 5th P.M., described as follows: Commencing at a point on the East line of the said Southwest quarter of the Southeast quarter of said Section Twenty-four 2012.8 feet South of the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 24, and running thence North 0° 26' West along the East line of the Southwest quarter of the Southeast quarter of said Section 24 a distance of 500 feet, thence South 89° 34' West a distance of 303.4 feet, thence South 7° 49' West a distance of 351.8 feet, thence South 67° 06' East a distance of 384 feet to the point of beginning, reserving and excepting therefrom the use to this grantor, his grantees, lessees, heirs, successors and assigns, in common with the grantee herein, his grantees, lessees, heirs, successors and assigns, of the twenty foot wide roadway as it now runs across the Northwest corner of the above described tract, the center line of which roadway intersects the North line of the above described tract approximately 127.5 feet East of the Northwest corner of such tract and intersects the West line of said tract approximately 97 feet South of the Northwest corner thereof. Together with an easement and the right of use in common with this grantor, his grantees, lessees, heirs, successors and assigns to and for the benefit of the grantee herein, his grantees, lessees, heirs, successors and assigns of the roadway now running North from the above specifically described parcel to the public highway running along the North side of Section 24, Township 88 North, Range 5, West of the 5th P.M., said roadway being .20 feet in width, except the South 1182.8 feet thereof which is 30 feet in width, and which said roadway is more specifically described as follows, to-wit: A strip of land along the East side of the Southwest quarter of the Southeast quarter, and the Northwest quarter of the Southeast quarter of said Section Twenty-four 30 feet in width commencing at the Northeast corner of the above specifically described parcel and running thence North

REC. MVDMR

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a distance of 1182.8 feet, and from thence a strip of land along the East side of the Northwest quarter of the Southeast quarter of said Section 24 twenty feet in width a distance of 330 feet to the center line of said Section 24 and from thence a strip of land 20 feet in width, the center line of which is as follows: Commencing at a point on the North line of the Southwest quarter of the Southeast quarter of said Section 24, ten feet West of the Northeast corner of said Northwest quarter of the Southeast quarter of said Section, thence North a distance of 297 feet, thence North 30° 48' East a distance of 400 feet, thence North 13° 48' East a distance of 540 feet, thence North 55°15' East a distance of 300 feet, thence North 47° 06' East a distance of 425 feet, thence North 15° 43' East a distance of 180 feet, thence North 19° 17' West a distance of 280 feet, thence North 56° 47' East a distance of 280 feet, and thence North 15° 06' East a distance of 420 feet.

-/-PLAT

> Filed July 12, 1938 Book 2, Plats, Page 2

I hereby certify that the within plat shows a tract of land known as Camp O Delhi, also the description of a roadway to said tract of land. /s/ and sworn to by Henry Klaus, Engineer on July 11, 1938.

(Plat shown on Page 7 hereof.)

REC. MVDMR JUL **24** 2024



WARRANTY DEED JOINT TENANCY

For the consideration of Ten Dollar(s) and other valuable consideration, Global Property Management, LLC, a limited liability company organized and existing under the laws of Iowa, does hereby Convey to John E. Goerdt and Amy S. Goerdt, 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 Sixteen (16) of Camp-O-Delhi, a Subdivision of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section Twenty Four (24), Township Eighty Eight (88) North, Range Five (5), West of the Fifth P.M., in Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 78, subject to Restrictive Covenants of record together with the rights of use of roadway described in deed of A.R. Wheeless and Josie M. Wheeless, husband and wife, to Harold H. Brown, dated August 6, 1938 and filed August 9, 1938, in Book 66 of Deed records in the Office of the Recorder of Delaware County, Iowa, in common with others rightfully using the same. All in Section 24, Township 88, Range 5

Including a Mobile Home converted to real estate

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.

mpany Author
fatter
lrich, Member
, 2024, by Travis Thier and C a limited liability company.
Wotary Public

OThe Iowa State Bar Association 2024

Form No. 103, Warranty Deed Joint Tenancy
Revised June 2022